

PROPOSED  
JOINT WESTERN AREA COMMITTEE AGENDA  
SUBMITTED BY THE  
WESTERN MASTER FREIGHT DIVISION  
MEETINGS OF MAY 6, 7, 8, 9, 10, 1968  
  
THE SAN FRANCISCO HILTON  
SAN FRANCISCO, CALIFORNIA

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JOINT SESSION OF THE FULL COMMITTEE.

THE SAN FRANCISCO HILTON - 2:00 P.M. - Monday, May 6, 1968.

1. Approval of the Minutes of the JWAC Sessions held February 12-13-14-15-16, 1968.
2. Discussion of cases filed with the Joint Western Area Committee after deadline date.
3. Approval of the Joint Agenda for the May sessions of the JWAC.
4. Naming of members of the Main Committee and Sub-Committees.
5. Communications.
6. Other procedural or policy matters to come before the JWAC.
7. ADJOURNMENT.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 180, Los Angeles, California  
5-5-1963

Change of Company involved: Watson Wilson Transportation  
Operations

Clarification Local 180 protests the removal from the seniority roster the drivers who were placed on lay-off as a result of the operational change granted Watson Wilson on July 24, 1965.

It is our contention that the decision in this case was for a five year period for retention of seniority on layoff.

Case #SC-11-7-10490.

JSC Motion: That this case is referred to the Change of Operations Sub-Committee of the Joint Western Area Committee  
Motion Carried.

November, 1967 JWAC Action: Postponed.

February, 1968 JWAC Action: Postponed.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Illinois - California Express  
5-7-2929

Change of Locals involved: 180, Los Angeles, California  
Operations 492, Albuquerque, New Mexico  
Clarification

Modification and clarification of Change of Operations in  
May, 1967 involving Locals 180 and 492.

February, 1968 JWAC Action: Postponed.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
2-8-3498

Asbury Transportation Company

Change of  
Operations

Locals involved:           87, Bakersfield, California  
                              224, Los Angeles, California

Asbury Transportation requests a Change of Operations on the run that presently originates in the home terminal in Los Angeles and terminates at Coalinga, California.

We wish to change this to have a home terminal origination at Coalinga on a turnaround operation into the Los Angeles terminal.

We are requesting this change in order to effect some economée. This change, if approved, would eliminate one truck and three full trailers as we would be going into a doubles type operation.

February, 1968 JWAC Action: In view of the dispute between the parties regarding the receipt of the original notification of December 28, 1967, the matter be referred back to the parties and the committee retain jurisdiction.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #                      Nehalem Valley Motor Freight, Inc.  
2-8-3508

Change of                      Locals involved:                      81, Portland, Oregon  
Operations    58, Longview, Washington  
Clarification    569, Astoria, Oregon

PRESENT OPERATIONS:

At the present time the Company operates a Portland-Astoria / Warrenton turn and an Astoria / Warrenton-Portland-Astoria turn and a Portland-Seaside-Portland turn.

PROPOSED OPERATIONS:

- (1) A Portland-Astoria / Warrenton-Portland-Astoria / Warrenton-Portland.
- (2) An Astoria / Warrenton-Portland-Astoria / Warrenton-Portland-Astoria / Warrenton.
- (3) A Portland-Rainier-Portland-Astoria / Warrenton-Portland.
- (4) A Portland-Astoria / Warrenton-Portland-Rainier-Portland.
- (5) An Astoria / Warrenton-Rainier-Astoria / Warrenton-Portland-Astoria / Warrenton.
- (6) An Astoria / Warrenton-Portland-Astoria / Warrenton-Rainier-Astoria / Warrenton.
- (7) A Portland-Longview / Kelso-Portland-Astoria / Warrenton-Portland.
- (8) A Portland-Astoria / Warrenton-Portland-Longview / Kelso-Portland.
- (9) A Portland-Clatskanie / Wauna-Portland-Astoria / Warrenton-Portland.
- (10) A Portland-Astoria / Warrenton-Portland-Clatskanie / Wauna-Portland.
- (11) An Astoria / Warrenton-Clatskanie / Wauna-Astoria / Warrenton-Portland-Astoria / Warrenton.
- (12) An Astoria / Warrenton-Portland-Astoria / Warrenton-Clatskanie / Wauna-Astoria / Warrenton.
- (13) Astoria / Warrenton-Portland-Longview / Kelso-Portland-Astoria / Warrenton.
- (14) Portland-Clatskanie / Wauna-Portland-Clatskanie / Wauna-Portland.
- (15) Portland-Clatskanie / Wauna-Portland-Longview / Kelso-Portland.
- (16) Portland-Longview / Kelso-Portland-Clatskanie / Wauna-Portland.
- (17) Portland-Seaside-Portland-Seaside-Portland.
- (18) All of the above combinations of turns in connection with a Portland-Seaside turn.

The Company proposes that the drivers on the above described work assignment be compensated in accordance with the existing rider between Nehalem Valley Motor Freight and Teamsters Local 81 and 569 covering the Company's road operations.

The Company proposes to operate between Portland and Astoria and Portland and Seaside in accordance with the provision of Article 52, Section (e) of the Western States Over-The-Road Supplement and Article 38, Section 1 (c) and Section 2 (c) of the Western States Pick-Up and Delivery and Local Cartage and Dock Workers Supplement Agreement.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # O.N.C. Motor Freight System  
2-8-3509

Change of Operations Locals involved:

70,	Oakland, California
85,	San Francisco, California
137,	Marysville, California
150,	Sacramento, California
467,	San Bernardino, California
468,	Oakland, California
533,	Sparks, Nevada
911,	Klamath Falls, Oregon
962,	Medford, Oregon

PRESENT OPERATION:

1. All freight moving to the North and East from both the Oakland and San Francisco terminals is combined at Oakland and is run out of Oakland by Oakland domiciled drivers.  
All freight moving into Oakland and San Francisco from terminals North and East of the Bay Area arrives at Oakland and is distributed from Oakland.
2. RUNS TO MEDFORD - We have 7 bid runs from Oakland to Medford running on a three and two trip per week basis.
3. RUNS TO AND FROM RENO - Four bid runs from Oakland to Reno running on a three trip per week basis.  
One turnaround run Reno-Sacramento - Reno normally running five trips per week.
4. RUNS TO REDDING - One bid run Oakland to Redding running on a three and two trip per week basis.
5. RUNS TO FLAMATH FALLS - One bid run Oakland to Klamath Falls running on a three and two trip per week basis.
6. RUNS TO FRESNO - One bid run Oakland to Fresno, known as the 29 Schedule, running on a three trip per week basis. This driver takes his rest in Fresno and makes pickups and drops of trailers at Sacramento and Modesto enroute.
7. RUN TO COLTON - One bid run Oakland to Colton with opposing labor which runs as two through trips and one meet and turn trip per week.

All the above runs operated only if and when sufficient freight was available.

PROPOSED OPERATION:

1. Change the procedure in handling of freight which originates at the Oakland and San Francisco terminals going North and East by originating line runs from both San Francisco and Oakland.

Freight inbound to San Francisco from the North and East will be routed into San Francisco and freight inbound to Oakland from the North and East will be routed into Oakland.

2. RUNS TO MEDFORD - We will redomicile four of the present 7 Oakland to Medford bid runs at San Francisco.
  - (a) Operate 4 bids, San Francisco to Medford, pulled by San Francisco domiciled drivers to run on a three and two trip per week basis, if and when sufficient freight is available.
  - (b) Operate 3 bids, Oakland to Medford, pulled by Oakland domiciled drivers to run on a three and two trip per week basis, if and when sufficient freight is available.

(Continued on Following Page)

Case # 2 - 8 - 3 5 0 9



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
2-8-3509

O.N.C. Motor Freight System - (Continued)

Change of  
Operations

(c) The extra board at Medford will be maintained for operational necessity.

3. RUNS TO AND FROM RENO -

- (a) Operate one bid run, San Francisco to Reno, pulled by a San Francisco domiciled driver to run on a three and two trip per week basis if and when sufficient freight is available.
- (b) Operate one bid run Oakland to Reno to be pulled by an Oakland domiciled driver on a three and two trip per week basis, if and when sufficient freight is available.
- (c) No change in the Reno to Sacramento turn run.
- (d) Establish an approved operation to turn Reno from Sacramento on an irregular basis. Any such runs from Sacramento will run only after the Oakland and San Francisco Reno bid runs have been protected with the right to drop and pick at Sacramento, and the Reno/Sacramento turn run has been protected.

4. RUNS TO REDDING - Establish Redding turn runs to originate at both San Francisco and Oakland, normally running five trips per week, if and when sufficient freight is available.

- (a) All full schedules originating at either terminal will be pulled by drivers domiciled at the terminal where the freight originated.
- (b) If only one schedule is generated between San Francisco and Oakland, the San Francisco freight will be shuttled to Oakland and the trip will be dispatched out of Oakland.

5. RUNS TO KLAMATH FALLS -

- (a) Cancel the present run, Oakland to Klamath Falls.
- (b) Operate a turn run Klamath Falls to Redding, via Medford or direct in either direction, with the power unit and driver domiciled in Klamath Falls. This run to operate five days per week if and when sufficient freight is available.
- (c) One Oakland driver will be offered the opportunity to move to Klamath Falls in accordance with the provisions of the contract.

6. RUN TO FRESNO - Continue the present Oakland to Fresno bid, known as the 29 Schedule, running through Sacramento and/or Modesto on the outbound trip and continue to operate the same as is presently running on return trip, making drops and picks of trailers enroute. This run to run on a three and two trip per week basis if and when sufficient freight is available.

7. RUN TO COLTON - Cancel the present Oakland to Colton and Colton to Oakland bids, and run the Colton freight from San Francisco and Oakland as LTL general freight to Los Angeles where it will be stripped and reloaded to Colton.

8. REDDING NORTH - Operate a turn run Redding to Yreka and/or Medford and return normally running five trips per week on an if and when basis depending on the availability of freight.

9. This move will necessitate the domiciling of 20 line power units at San Francisco.

10. We will allow 20 of the Oakland drivers the opportunity to move to San Francisco.

(Continued on Following Page)



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # O.N.C. Motor Freight System (Continued)  
2-8-3509

Change of  
Operations

11. On the clean-up each night, for improved efficiency and service trailers with part loads will be shuttled across the Bay in either direction for a kill as freight dictates.

Also, single trailers at either terminal on the clean-up will be handled by an 85 man dropping and picking in Oakland and continuing on to destination or by a 468 man dropping and picking in San Francisco and continuing on to destination.

12. Extra boards will be maintained at Oakland and San Francisco.
13. All runs, except the Reno runs from Oakland and San Francisco, which will be operated as a result of this change of operation, will be paid under the provisions of the current Over-The-Road Supplemental Agreement, mileage and hourly rates of pay, in accordance with the agreement.

The Reno runs from Oakland and San Francisco will be paid in accordance with the current "Reno Hill Rider" agreement, which is supplemental to the Over-The-Road Agreement.

14. The effective date of this change will be as soon as possible after the approval date as it can effectively be made.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Pacific Intermountain Express  
2-8-3671

Change of Locals involved: 313, Tacoma, Washington  
Operations 378, Olympia, Washington

The employer, Pacific Intermountain Express, stationed a piece of tanker equipment temporarily in the Olympia area. At this time business has changed to the extent that it is desired that this equipment and the man to operate the same be located permanently at the Olympia, Washington location, and the Company asks for an order of the Change of Operations Committee authorizing this. The reason that the three unions are listed as being interested and have been consulted is that this equipment was originally moved from Seattle to Olympia and has been operated at various times by a member of Local 741 and a member of Local 313, coupled with the fact that it is now being moved into the jurisdiction of the Olympia Local 378. The Employer feels that this new operation should probably be bid and requests the advice and ruling of this committee as to how this should be bid, and whether it should be offered only to members of the Olympia Local, or perhaps to members of the Olympia Local, Tacoma Local and the Seattle Local. The equipment is presently being operated by a member of Seattle Local.

February, 1968 JWAC Action: This case be remanded back to the parties and this committee retain jurisdiction.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # California Motor Express  
5-8-3709

Change of Locals involved: 208, Los Angeles, California  
Operations 871, Pomona, California

California Motor Express does not operate a terminal in Ontario, California, it has domiciled drivers in that area. At the present time there are three (3) drivers under the jurisdiction of Local 871 domiciled at that city.

It has been our practice since we have had operating authority for that area to serve those points in part or in total from our Los Angeles terminal. Prior to March, 1963 all points were served from the Los Angeles terminal. In that month we began the present operation but have continued to serve the area from the Los Angeles terminal in conjunction with the drivers domiciled in that area.

We request permission to make the following changes in our operation:

1. To close all present operations in Ontario.
2. To serve the area from our Los Angeles terminal.
3. Offer employment to the three drivers at the Los Angeles terminal, if they desire to transfer to Los Angeles.
4. To protect the seniority of the three drivers involved as outlined on Page 21, National Master Freight Agreement, Closing of Branches (b)-(2). Attached is a list of the drivers involved showing their Company seniority.
5. If work available, to maintain the drivers now domiciled at Ontario on their present runs, operating from the Los Angeles terminal, until our next annual or general bid.
6. If work not available to constitute one or more runs into the area, the drivers not used for that area will be given work in the Los Angeles area in accordance with their terminal seniority.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Consolidated Freightways  
5-8-3710

Change of Locals involved: 81, Portland, Oregon  
Operations 556, Walla Walla, Washington

PRESENT OPERATION:

Portland down the South bid man runs Portland to Walla Walla.  
Walla Walla man runs turnaround to Lewiston, Idaho.

PROPOSED OPERATION:

Cancel Walla Walla - Lewiston turn. Extend Portland - Walla  
Walla run to Lewiston with right to drop at intermediate points.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Consolidated Freightways  
5-8-3711

Change of Operations Locals involved: 45, Great Falls, Montana  
190, Billings, Montana

The Company is presently running between Billings and Great Falls on a division basis. The Company proposes that this run be operated as a turnaround.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #                      Garrett Freightlines, Inc.  
5-8-3712

Change of                      Locals involved:                      483, Boise, Idaho  
Operations

Garrett Freightlines, Inc. requests approval of the Change of Operations Committee to eliminate a Boise-Twin Falls turn-around run. Other schedules operating from Boise through Twin Falls can easily handle the traffic that has moved on this turnaround schedule.

The displaced driver can exercise his seniority on other runs originating at Boise.

AGREED-TO-CHANGE.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #                      Garrett Freightlines, Inc.  
5-8-3713

Change of                      Locals involved:                      483, Boise, Idaho  
Operations    911, Klamath Falls, Oregon

Garrett Freightlines, Inc. requests approval of one long-line run per day, five (5) days per week, from Boise, Idaho to Bend, Oregon, drivers to be domiciled at Boise.

We presently operate a shortline run from Boise to Burns, Oregon, and shuttle the Bend freight from Burns to Bend on a pick-up truck. This operation would be eliminated. The shortline driver at Boise and the pick-up driver at Burns presently used on this operation will be used in other work or shortline runs.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #                      Garrett Freightlines, Inc.  
5-8-3714

Change of                      Locals involved:                      222, Salt Lake City, Utah  
Operations    983, Pocatello, Idaho

Garrett Freightlines, Inc. requests approval of the following operational change between Salt Lake City, Utah and Butte, Montana.

PRESENT OPERATION:

1. One (1) turnaround schedule per day from Salt Lake City to Pocatello and return; a distance of 161 miles each way.

Driver is based in Salt Lake City.

2. One (1) schedule per day from Pocatello to Butte, lay and return; a distance of 261 miles.

Drivers based in Pocatello.

PROPOSED OPERATION:

1. Eliminate the Salt Lake City - Pocatello turnaround schedule.
2. Eliminate the Pocatello to Butte schedule.
3. Establish a Salt Lake City to Butte schedule, one (1) schedule per day, five (5) days per week. Drivers will be based in Salt Lake City. Butte will be the lay point.

Drivers affected by this change will be handled in accordance with the appropriate provisions of the Labor Agreement.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #                      Helphrey Motor Freight, Inc.  
5-8-3715

Change of                      Locals involved:                      690, Spokane, Washington  
Operations    81, Portland, Oregon

Presently, we have three Spokane-Toppenish turn bids where we meet Portland-Toppenish turn drivers.

We have now been granted Deviation #2 by the I. C. C. which will become effective April 20, 1968, allowing us to use Highways 80N, 730 and 395 between Portland, Oregon and Spokane, Washington. We also may now use Deviation #5 between Yakima and Spokane, Washington via Vernita Bridge so it is now our desire to change our operation as follows:

Discontinue our present Toppenish bids and in lieu thereof bid two Spokane-Umatilla turns and one Spokane-Yakima turn via Vernita Bridge; the last schedule out of Spokane to be the Yakima turn. These schedules are to operate Monday through Friday of each week.

We desire to have these changes effective April 20, 1968.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Inter-City Auto Freight, Inc.  
5-8-3716

Change of Operations Locals involved: 38, Everett, Washington  
411, Mount Vernon, Washington  
741, Seattle, Washington

At the present time the two men operating this run, Ivan Daw, the senior driver, and his brother, George Daw, the junior driver, reside in Sedro Woolley, Washington and belong to Teamsters Union Local 411. Some years ago a Change of Operation was obtained authorizing the Company to run freight out of Seattle to either Everett or Sedro Woolley, at which point the second man would take over and make all the necessary pick-up and deliveries and short line operations out of Sedro Woolley.

The Company proposes a new one-man operation originating in Seattle and proceeding to Mount Vernon, Washington and Sedro Woolley, Washington, and from there to Concrete, Washington, which is an over-all mileage of approximately 190 miles. At times, possibly once or twice a week, it will be necessary to extend the run on to Newhalem, some 32 miles beyond Concrete, and the individual on this run would perform the pick-up and delivery work in the Sedro Woolley area, the Concrete area, and on the occasional trips on to Newhalem. It is estimated that the over-all time involved would average a minimum of 10 hours a day and a maximum of 11 hours a day including work time. The driving time round trip from Seattle to Concrete would average somewhat less than 5 hours, and there would be an additional 1-1/2 to 2 hours on trips required on to Newhalem.

The Company proposes to offer this work to the senior employee, Ivan Daw, if he is willing to move to Seattle, and proposes also to offer work in Seattle to the junior employee, George Daw.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Lynden Transfer, Inc.  
5-8-3717

Change of Operations Locals involved: 231, Bellingham, Washington  
741, Seattle, Washington  
959, Anchorage, Alaska

Lynden Transfer requests this change of operation for an alternate route using the Alaska Marine Highway State Ferry Systems. The route presently is from Seattle-Lynden North to Dawson Creek, then via the Alaska Highway to either Fairbanks or Anchorage. The Change of Operation would be from Seattle to Prince Rupert, thence via the Alaska Marine Highway Systems ferry service to Haines, Alaska. From Haines, Alaska, to the Interior Alaska, Fairbanks-Anchorage area, via truck domiciled in Alaska. The frequency of this alternate schedule at present is two days per week being offered by the Alaska Marine Highway Ferry Systems. There will be approximately four men involved by using this alternate route. For the present there would be no layoff of employees as this Company feels we can control the work load by limited hiring of new employees, as employees would resign. Further, the operational growth increases through the summer and fall months, thereby adding additional service.

Lynden Transfer further requests that we remain flexible to the service provided by the Alaska Marine Highway Ferry Systems as it is their plans to increase their service to daily during the summer and fall months. This Company would like to increase the frequency of usage via this alternate route as service is provided. Further, Lynden Transfer would like to point out this Company has complete I.C.C. authority and is operating over the Alaska Marine Highway Ferry Systems called its Southeastern Operation. This Change of Operation would tie in both operations, thereby offering service from Southeastern Alaska to and from the Interior of Alaska, connecting with the Southern 48 States.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Marrow Trucking Company  
5-8-3718

Change of Operations Locals involved: 542, San Diego, California  
898, El Centro, California

During the week of March 22, 1968 all of our employees at Calexico and members of Local Union 898 resigned stating that they had employment elsewhere and gave us less than one weeks notice. Mr. Gibbins and Mr. Lawrence assured me that they did not approve of their members action, and both agreed that we would close the Calexico terminal since we had no employees as of April 1, 1968.

In discussing the short line drivers domiciled at San Diego with Mr. Clark, stating that in our opinion there would be no layoff of people at San Diego and that this driver would run to Los Angeles, Mr. Clark had no objections. It was understood that we would continue handling with the truck load shipments destined to Calexico, El Centro area with San Diego domicile drivers and when and if business increased we could re-open in the El Centro, Calexico area sometime in the future.

AGREED-TO-CHANGE.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Milne Truck Lines, Inc.  
5-8-3719

Change of Operations Locals involved: 104, Phoenix, Arizona  
180, Los Angeles, California  
224, Los Angeles, California  
310, Tucson, Arizona  
631, Las Vegas, Nevada

1. Los Angeles - Tucson

PRESENT OPERATION:

We presently operate one single man run between Los Angeles and Tucson with one schedule per day, five days per week. This schedule is pulled from Los Angeles to Yuma by Los Angeles domiciled drivers (2), and from Yuma to Tucson by Yuma domiciled drivers (2). Overflow is moved either by Los Angeles sleeper teams via Yuma, or by single man operation, Los Angeles to Phoenix, with Los Angeles extra board drivers, and Phoenix to Tucson with a Phoenix driver.

PROPOSED OPERATION:

- (a) Eliminate the Los Angeles - Tucson sleeper operation. The six (6) displaced sleeper drivers will be offered employment opportunities at Los Angeles.
- (b) Eliminate the existing single man operation between Los Angeles and Tucson via Yuma, and establish three (3) bid single man runs per day, five (5) days per week, from Los Angeles via Yuma through to Tucson, lay and return, to be operated with Los Angeles domiciled drivers (6 men). The two displaced Yuma drivers will be offered the opportunity to move to Los Angeles and the Company suggests that their seniority be dovetailed on the Los Angeles line seniority lists.
- (c) Overflow freight will be moved out of Los Angeles either via Yuma or via Phoenix as the Company's operations may require.

2. Phoenix - Las Vegas

PRESENT OPERATION:

The Company presently operate one single man run from Phoenix to Las Vegas, lay and return, driver domiciled at Phoenix (three round trips per week, subject to the availability of freight); and one (1) single man run from Las Vegas to Phoenix, lay and return, driver domiciled at Las Vegas (three round trips per week, subject to the availability of freight).

PROPOSED OPERATION:

The Company proposes to redomicile the Las Vegas to Phoenix run with the driver to be domiciled at Phoenix. The Company will then operate one (1) run per night, six (6) nights per week (subject to the availability of freight) with both drivers to be domiciled at Phoenix. (Since the existing Las Vegas to Phoenix run is not presently filled and the Company has no other line drivers at Las Vegas, this proposal will not require relocating a Las Vegas driver).



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Milne Truck Lines, Inc.  
5-8-3720

Change of Operations Locals involved: 180, Los Angeles, California  
222, Salt Lake City, Utah  
224, Los Angeles, California  
467, San Bernardino, California  
631, Las Vegas, Nevada

PRESENT OPERATION:

- (a) Three (3) bid single man runs per night, six (6) nights per week, from Salt Lake City, Utah to St. George, Utah, lay and return, operated by six (6) Salt Lake City domiciled drivers.
- (b) Two (2) regular single man runs per night, six (6) nights per week, from St. George, Utah, to Salt Lake City, Utah, lay and return, operated by a four man rotating board at St. George, known as the "A" Board.
- (c) Four (4) regular single man runs per night, six (6) nights per week, St. George, Utah, to Barstow, California, lay and return, operated by a nine (9) man rotating board at St. George, Utah, known as the "B" Board.
- (d) A three (3) man rotating board at St. George, Utah, known as the "C" Board, which pulls St. George - Las Vegas turn-arounds and extra St. George - Salt Lake City runs as freight requires.
- (e) A four (4) man extra board at St. George, Utah.

NOTE: All of the above referred to drivers are members of Local 222, Salt Lake City, Utah, and are on a common line seniority list.

- (f) Four (4) Barstow - Los Angeles - Barstow turnaround runs per day, six (6) days per week, operated by four (4) drivers domiciled at Barstow, California, members of Local 467.
- (g) Pursuant to agreement, the Los Angeles extra board (Local 224) is entitled to pull the fifth Utah destined load from Los Angeles six (6) nights per week as far as Las Vegas, and also the sixth (6th) Utah destined load five (5) nights per week as far as Las Vegas.
- (h) The overflow over and above the runs referred to above are operated by Los Angeles domiciled sleeper teams, (2 teams, (4 men).

PROPOSED OPERATION:

- (1) Eliminate the Los Angeles to Salt Lake City sleeper operation. The four displaced sleeper drivers will be offered employment opportunities at Los Angeles.
- (2) Eliminate the Barstow - Los Angeles turnaround operation. The four displaced Barstow drivers will be offered employment opportunities at Los Angeles, and the Company suggests that their seniority be dovetailed on the Los Angeles line seniority list.

(Continued)



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Milne Truck Lines, Inc. (Continued)  
5-8-3720

Change of  
Operations

PROPOSED OPERATION:

- (3) Bid one (1) additional run per night, six (6) nights per week, from Salt Lake City to St. George. (This will require two (2) additional men to be domiciled at Salt Lake City).
- (4) Bid one (1) St. George - Las Vegas - St. George turnaround, six (6) nights per week. (This will absorb one (1) man domiciled at St. George).
- (5) Bid two (2) single man runs per night, six (6) nights per week, from Los Angeles to St. George, lay and return, to be operated by Los Angeles domiciled drivers. (This will absorb four (4) Los Angeles domiciled men).
- (6) Eliminate the St. George-Barstow "B" Board operation as described in Paragraph (c) of the present operation shown above, and terminate all existing agreements insofar as such "B" Board is involved. In lieu thereof, bid four (4) single man runs per night, six (6) nights per week, from St. George to Los Angeles, lay and return, to be operated by St. George domiciled men. (This will absorb eight (8) men domiciled at St. George).
- (7) Eliminate the existing "C" Board at St. George, and terminate all existing agreements and understandings insofar as the "C" Board is concerned.
- (8) Maintain a rotating extra Board at St. George, Utah, the size of such board to be determined by the Company's operational needs from time to time.
- (9) Terminate the existing agreement requiring that the 5th and 6th Utah destined loads out of Los Angeles be pulled by the Los Angeles extra board as described in Paragraph (g) above.
- (10) Overflow freight to be handled as operating conditions require by extra boards at Salt Lake City, St. George, and Los Angeles.
- (11) The Company proposes to rebid all of the regular positions as established in the proposal set forth above so that all of the affected drivers may exercise their seniority (as determined by the Change of Operations Committee) on those positions.



## CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case #                      Nielsen Freight Lines  
5-8-3721

Change of Operations	Locals Involved:	624, Novato, California
		684, Eureka, California

In accordance with Article 8 (e) National Master Freight Agreement and Article 42, Section 4, Western States Area Office Employees Supplemental Agreement, Nielsen Freight Lines is seeking permission to transfer certain office functions from its Eureka office to its General Office in Petaluma, California.

The rights of the transferred (or laid off) employees as a result of this change shall be as provided in Section 5 of the National Master Freight Agreement, Article 5. Seniority of all office employees will then be as provided in Article 5, Section 5 (b) (2).

AGREED-TO-CHANGE.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Telfer Tank Lines, Inc.  
5-8-3722

Change of Locals involved: 150, Sacramento, California  
Operations 315, Martinez, California

As a result of the purchase of the assets of J. P. Breen, Inc. of Sacramento, the Company proposes to establish a master seniority list from a merger of the Breen (Sacramento) and Telfer (Martinez) seniority lists, irrespective of domicile, and dispatch to be governed by such.

The Company plans to increase the regular board to twelve men from the present eight and will continue to bid equipment and operate on a money board as in the past.

The California-Arizona Joint State Tank Committee moved "that the Company should proceed under Article 5 of the Western States Area Master Agreement, and the Tank Committee takes no action." Therefore we are applying for an operational change that will allow the above.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Transcon Lines  
5-8-3723

Change of Operations Locals involved: 180, Los Angeles, California  
468, Oakland, California  
886, Oklahoma City, Oklahoma

PRESENT OPERATION:

San Francisco Bay Area freight is currently moved by Oklahoma City domiciled sleeper teams breaking over Oklahoma City, Oklahoma.

PROPOSED OPERATION:

Currently there is sufficient freight to justify the initiation of a limited sleeper operation out of San Francisco Bay to CG for CG and RH and Indianapolis for IP and as break bulk for Ohio (full loads moving direct to or from Ohio points). Current Company records indicate 40 drivers will be required for this operation. It is therefore proposed that 40 Oklahoma City line drivers be given the opportunity to redomicile to San Leandro, California. Moving expenses will be handled in accordance with the Western States Over-The-Road Agreement. This change will be put into effect as soon as reasonably possible following approval of the redomicile.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Trans Steel  
5-8-3724

Change of Local involved: 150, Sacramento, California  
Operations

This is to inform you that we have moved four of our power equipment to Las Vegas, Nevada, on a six months, sixteen hours a day, job. We have done this because the work here is seasonal and very slow during this period.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5--8-3725

Walkup's Merchants Express

Change of  
Operations

Locals Involved: 224, Los Angeles, California  
381, Santa Maria, California

Walkup's Merchants Express proposes the following Change of Operations:

1. Close the San Luis Obispo, California, terminal.
2. Distribution of Walkup's Merchants Express freight in the area currently served by the San Luis Obispo terminal will be made by Solvang Freight Line, Solvang, California.
3. Walkup's Merchants Express has three (3) employees on their San Luis Obispo seniority list, two of whom are currently on layoff. The Company would offer first opportunity on job opening in their system to these employees. In lieu thereof, Solvang Freight Line has agreed to hire one employee.
4. Road run operating between Los Angeles and San Luis Obispo would be re-bid to operate between Los Angeles and Solvang five (5) nights per week.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Western Gillette, Inc.  
 5-8-3726

Change of Locals involved: 150, Sacramento, California  
 Operations 439, Stockton, California

PRESENT OPERATION:

Stockton Personnel

3 P.U.D Employees - all classified as Heavy-duty drivers.  
2 Office Employees - both Group 4.  
 5 Total

1 Heavy-duty Employee on layoff

Sacramento Personnel

3 Heavy-duty drivers	1 Office Employee-Group 7
5 P.U.D. drivers	1 Office Employee-Group 4
1 Checker	
<u>1 Working Dock Foreman</u>	
12 Total	

2 P.U.D. drivers on layoff  
 1 P.U.D. driver off on industrial injury

PROPOSED CHANGE:

1. Shut down the Sacramento terminal.
2. Merge the Stockton and Sacramento terminals into a new facility which is now under construction in Stockton.
3. We have a total of 12 employees in Sacramento; all of whom will be offered work opportunities in Stockton.
4. All Sacramento personnel who choose not to re-domicile in Stockton to be placed on layoff status in accordance with the existing Contract.
5. Request that the committee determine the seniority application of Sacramento employees re-domiciling in Stockton.
6. Request that bidding of positions in Stockton to be delayed for 30-60 days until the Company can determine a suitable operational procedure.
7. Request that the effective date of this Change, if granted, be upon completion of the construction of the new Stockton facility.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # United-Buckingham Freight Lines  
5-8-3727

Change of Local involved: 690, Spokane, Washington  
Operations

Clarification Violation of Article 6 of the National Master Freight Agreement  
and Article 41, Sections 1 and 2 of the Western States Area  
Over-The-Road Motor Freight Supplement. Also agreed-upon  
dispatch and bidding rules for bid drivers on bid runs.

Case #1972 (U).

JSC Motion: That Case 1972 (U) be referred to the Change  
of Operations Committee for clarification of bid runs of United-  
Buckingham at the Spokane terminal.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-7-3334

Local 17, Denver, Colorado, and  
Eastern Express

P & D  
Dispute

Ronald Anderson, George Gilliatte, John Golembieski, Dale  
Jenkins, Jerry Lott, Don Tunender, filing for pay claim from  
June 12th to July 10, 1967 - 8-1/2 hours.

Case #8.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC Deptember 6, 1967.

November, 1967 JWAC Action: Postponed.

February, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
11-7-3335 Eastern Express

P & D Arthur Keitez and Clyde Gillmore filing pay claim from  
Dispute June 12th to July 10, 1967.

Case #6.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC September 6, 1967.

November, 1967 JWAC Action: Postponed.

February, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 334, Spokane, Washington, and  
2-8-3545 Beardmore Heavy Hauling

Office Ruth F. Stickney was called to work on several occasions and  
Dispute worked less than 40 hours during that week. (Filed under  
Article 55).

Case #1888 (U).

JSC Motion: That the Union's position be upheld.

Deadlocked Washington JSC January 17, 1968.

February, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
2-8-3696

Local 208, Los Angeles, California, and  
Quick Service Transfer

P & D  
Dispute

I, Leslie Ritchie, and swamper jacked, cribbed and blocked a 30,000 press brake out of an 18 inch pit which the blade of the press reached into the machine and had to be jacked up 20 inches out of pit before skids could be placed under it. I contend that this is rigging and claim the difference in pay for 5 hours @\$5.98 per hour., less \$3.84 per hour - a total amount due of \$10.70.

Case #SC-2-8-338.

JSC Motion: That the claim of Leslie Ritchie be allowed.

Deadlocked Southern California JSC February 2, 1968.

February, 1968 JWAC Action: Postponed.

NOTE: This case has been withdrawn as per letter received in the Western Master Freight Division dated March 5, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
5-8-3728 Navajo Freight Lines, Inc.

P & D Donald Talbet filing pay claim for \$28.40.  
Dispute

Case #51.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
5-8-3729 Navajo Freight Lines, Inc.

P & D Harvey L. Wren filing pay claim for \$28.40.  
Dispute

Case #53.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 17, Denver, Colorado, and  
 5-8-3730 Navajo Freight Lines, Inc.

P & D Larry Chiston filing pay claim in the amount of \$56.80.  
 Dispute

Case #59.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
5-8-3731 Santa Fe Trail Transportation Co.

P & D Franke L. Green - Seniority was violated December 12, 1967.  
Dispute Pay claim in the amount of \$61.56.

Case #105.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC February 7, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-8-3732

Local 81, Portland, Oregon, and  
Interstate Motor Lines

P & D  
Dispute

The Union is asking the Company to continue paying the personalized rate of pay to Loren Ingram until bid time comes up again. The Union feels that even though the Company did hire two dock foremen to take Mr. Ingram's place, that until he has a chance to bid he should continue to receive the .25¢ an hour above the scale.

The Company contends that the premium pay is for work assigned to the man and that when the man is no longer doing this work he should be paid according to the work he is doing.

Case # 1044.

JSC Motion: That the Company's position be upheld.

Deadlocked Oregon JSC March 4, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
5-8-3733 Nehalem Valley Motor Freight

P & D Local 81 is protesting the discontinuance by Nehalem Valley  
Dispute of Supervisory pay differential for Robert Crowston on January  
10, 1968.

The Company refused to hear this case on the basis of the 45  
day time limit.

Case # 1075.

JSC Motion: That due to the 45 day time limit this case is  
improperly before this committee.

Deadlocked Oregon JSC April 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-8-3734

Local 150, Sacramento, California, and  
Interlines Blankenship Motor Express

P & D  
Dispute

Union claims men have six starting times by contract. Men have regular status and are not casuals. Company has only five established starting times. Called regular employees in at other than regular established starting times and Company must pay from last established starting time or pay 1-1/2 until next regular established starting time.

Company claims they bid five starting times. Company on a layoff basis issued a bulletin and put 20% men on an on-call basis and paid them for 8 hours plus penalty time from time they started.

Case #CV-28-1914.

JSC Motion: That the Union's claim be upheld.

Deadlocked California Valley JSC February 28, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 186, Santa Barbara, California, and  
5-8-3735 California Motor Express

P & D Mr. Marjil Casso employed by California Motor Express in  
Dispute Santa Barbara is regularly using a diesel tractor for city  
pick-up and delivery. This equipment is used nightly in Highway  
operations. On behalf of Mr. Casso we are asking that he be  
paid heavy-duty pay in accordance with the Pick-Up and Delivery  
Agreement, Article 48, Section 9. Also any retroactive pay  
due.

Case #SC-2-8-193.

JSC Motion: That the claim of Marjil Casso be denied.

Deadlocked Southern California JSC January 29, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
5-8-3736 Basin Truck Lines

P & D The Local Union asks that Richard Nebels be placed on the  
Dispute seniority list as of October 13, 1967.

Case #SC-4-(1)-8-111 (JWAC #2-8-3532 companion to 3585)

JSC Motion: That the decision handed down in JWAC  
Case #2-8-3585 cannot be applied retroactively, therefore,  
the claim of the Union be denied.

Deadlocked Southern California JSC April 5, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
5-8-3737 Consolidated Freightways

P & D A. L. McMurtrey was placed on an improper layoff by the  
Dispute employer due to an alleged physical disability, said improper  
layoff existing during the period from and including December  
26, 1967, to and including January 8, 1968.

As the result of this improper layoff the Employer did agree  
and did pay the 8 hour guarantee for a 11 time herein involved.

For and on behalf of McMurtrey, the Local Union claims all  
monies earned by the junior employee who worked in his  
stead during the period of this improper layoff.

The name of this junior employee is G. L. Kyckelhahn, and  
the amount of this claim is 17-1/2 hours at the applicable  
premium rate of pay.

Case #SC-2-8-295.

JSC Motion: That the claim of A. L. McMurtrey be denied.

Deadlocked Southern California JSC January 31, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-8-3738

Local 208, Los Angeles, California, and  
DC International

P & D  
Dispute

James Floyd having bid a 2:00 p.m. starting time on a heavy duty position involving picking up freight at Harvey Aluminum Company in Torrance, and during the course of this bid Floyd was not permitted to complete his assignment in accordance with his bid, in respect to making said pick-ups at Harvey Aluminum.

Therefore, the Union requests that the Employer stand instructed to cease denying Floyd the right to complete his assigned bid as set forth herein, and, also that Floyd be compensated in the amount of monies which he would have earned had it not been for this violation on the part of the Employer.

Case #SC-2-8-300.

JSC Motion: That this case is proper before this committee.

Deadlocked Southern California JSC February 1, 1968 .



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
 5-8-3739 Quick Service Transfer Company

P & D CASE #587: The Company on January 27, 1968, a premium day,  
 Dispute worked a junior man (Sandoval) in Montelius' stead. Claim is for  
 applicable premium day pay for one day.

CASE #588: The Company, on January 27, 1968, premium day,  
 worked a junior man (Fouret) in John Feaser's stead. Claim is  
 for a day's pay at the applicable premium day wage.

Case #SC-3-8-587 and 588.

JSC Motion: That the claim of Montelius and Fraser be allowed.

Deadlocked Southern California JSC March 7, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
5-8-3740 Transport Cartage & Distributing Co.

P & D  
Dispute

On 11-23-67, I was asked to report to work that evening at my regular starting time, which is 10:00 p.m. I worked until 11:41 the following morning, November 24th, which was Thanksgiving and returned to work at 10:00 p.m. that evening. My pay for this time was explained thus; two hours straight time for the time from 10:00 p.m. to 12:00 midnight of the 23rd, 8 hours double time for the time from midnight to 8:30 a.m. three hours and eleven minutes at 1-1/2 times double time, for the time from 8:30 to 11:41 a.m. and double time from 10:00 p.m. to midnight of the 24th. The 2 hours on the 23rd, from 10:00 p.m. until midnight should have been paid at the rate of time and one-half. To substantiate this I refer to the W.S.A. Pick-Up & Delivery Local Cartage & Dock Workers Supplemental Agreement, Article 57, Section 3 - "In any week in which a paid holiday falls the guaranteed work week shall be 32 hours, and all hours worked in excess of 32 hours excluding the holiday in such week shall be paid at the rate of one and one-half (1-1/2) times the regular rate, providing the holiday falls within the scheduled work week."

The Company also erred in the computing of the rate of pay for the time from 10:00 p.m. to midnight on the 24th of November. According to the Supplemental Agreement named above, Article 50, Paragraph 3, Page 38, all time worked on a holiday in excess of 8 hours will be paid at one and one-half times the regular rate of pay for that holiday, which in this case according to Article 50, Paragraph 3, is double time. The rate of pay for these 2 hours therefore should be one and one-half times the double time as the Company has long contended that holidays begin and end at midnight. To augment this in the past when I have worked a holiday on this shift I have been cut off six hours into the holiday and my eight hours holiday guarantee has been computed on the split shift basis.

Case #SC-3-(1)-8-174.

JSC Motion: That the claim of the Union is allowed.

Deadlocked Southern California JSC March 8, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 223, Portland, Oregon, and  
 5-8-3741 Silver Eagle Co.

Office Shift differential has been part of contract prior to entering into  
 Dispute area wide contract. Was cleared with Western Committee in  
 1961 MS#55.  
 The Union considers this provision part of present agreement.  
 The Employer's position is that this provision does not apply to  
 Silver Eagle Co. because it was organized under Article 2,  
 Section 3, of the National Master.

Case Number - None given.

JSC Motion: That the Union position be upheld.

Deadlocked Oregon JSC March 4, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 357, Los Angeles, California, and  
5-8-3742                    Associated Freight Lines

P & D                      We protest Company rules as issued in employment application  
Dispute                    and its conditions under Article 54, N.M.F.A. and W.S.A.  
                              PU&D Agreement. We have objection to rules No. 4-A "I promise  
                              to ascertain and to abide by all pertinent Company rules and regulations  
                              and I agree that failure to do so will constitute just cause for  
                              discharge from such employment." No. 4-B "If such employment  
                              is not sooner terminated, I understand that I will be required to  
                              retire and I agree to retire upon reaching age 65." No. 5 - "I do  
                              also hereby further specifically authorize Associated Freight  
                              Lines to inquire into my medical background as it affects my  
                              character and qualifications for employment. In furtherance of  
                              this authorization, I request and authorize any doctor or hospital  
                              or Medical facility from which I have received medical treatment  
                              of any nature to release to Associated Freight Lines at the request  
                              thereof any and all records regarding my medical history and, in  
                              consideration for so doing, do hereby release and discharge persons  
                              of facilities so doing from any and all liability arising therefrom."

Copy of claim mailed to Associated Freight Lines, Oakland,  
California.

Case #SC-4-(3)-8-644.

JSC Motion: That this case is improperly before the committee.

Deadlocked Southern California JSC April 4, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
5-8-3743 Pacific Motor Trucking

P & D For and on behalf of: A.D. Herrera. I am a bid piggy packer  
Dispute helper. On January 9, 1968, P.M.T. Foreman Hannagen by-  
passed me and asked 2 junior men to work premium pay. The  
2 junior men were D. Loera and R. Pinon, Jr. Those men  
worked 3-1/2 hours of premium pay. My seniority rights were  
violated therefore I claim all monies due me. I claim \$23.45.

Case #SC-2-8-229.

JSC Motion: That the claim of A. D. Herrera be denied.

Deadlocked Southern California JSC January 30, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
5-8-3744 Pacific Motor Trucking

P & D  
Dispute

CASE #659: For and on behalf of Neal: "On January 16, 1968 after I completed my 8 hours of work on piggy packer I asked Mr. Hanagan for work, he told me no work for you. Meanwhile, he kept R. Muniz for 2-1/2 hours overtime on the ramp. I claim \$16.75 for 2-1/2 hours overtime due to my violation of seniority. I bid for piggy packer and loader P.M.T. is violating my rights."

CASE #660: For and on behalf of Norman Neal: "On January 18/68 I was violated on my seniority rights after completing my duties on the P.P. I was told to go home. I stated that I would like to work the ramp according to my seniority. Hannigan stated we have no seniority on ramp. Bentz told him to check out the P.P. men and send them home. I am claiming \$33.50 as J. Tena, Jr. man worked 5 hours overtime violating my seniority."

CASE #661: For and on behalf of Norman Neal: "On January 17, 1968 I was violated on my seniority status. After completing my duties on P.P. I was told by Foreman, Hanigan, to go home. I stated that I would like to work the ramp, according to my seniority. He stated - we have no seniority on ramp. Bentz told him to check the P.P. Operations and tie down-men and send them home. I am claiming \$33.50 because A. Herreria worked 5 hours on overtime and was a junior man."

Case #SC-4-(3)-8-659, 660, and 661.

JSC Motion: That these cases are referred to the Joint Western Area Committee as companion cases to SC-2-8-229.  
Motion Carried.

Southern California JSC April 4, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
5-8-3745 Pacific Motor Trucking

P & D Re: J. Tambarelli and J. Romero. P.M.T. dispatched  
Dispute Tractor #8681 and Trailer #508029 to Armour Packing Co.  
located at 5th and Hewitt Streets, L. A. While checking out  
this unit we found a P.M.T. driver and two non-Union swampers  
unloading cartons of meat 45 to 50 pounds each. We talked to  
the swampers and found that they were not employees of P.M.T.  
but were employees of Vernon Unloading Service a non-Union  
outfit. The driver states that upon receiving his dispatch before  
leaving the T.O.F.C. yard he requested a 357 swamper. He  
was instructed by dispatcher Kelly, to go out and start unloading  
and they would send him help from Vernon Unloading Service.  
Local 357 Business Representative discussed this problem with  
Mr. Kelly, Mr. Monties and Mr. Windchester of P.M.T. -  
T.O.F.C. Their explanation for this contract violation was  
that the Company has a contract with the Vernon Unloading  
Service to unload this trailer and if Local 357 was grieved be-  
cause of this arrangement - - file a claim. The two non-Union  
swampers unloading for P.M.T. worked from 9:00 A.M. to  
2:00 P.M., March 12, 1968. Local 357 is claiming a day's pay  
for the two senior men laid off and non-Union people were worked  
in their stead.

Amount of claim: \$29.72 for each J. Tambarelli and J. Romero -  
Total - \$59.44.

Case #SC-4-8-794.

JSC Motion: That the claim of Tambarelli and Romero be  
allowed.

Deadlocked Southern California JSC April 4, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
 5-8-3746 Santa Fe Transportation Company

P & D CASE #235 - For and on behalf of: William C. Mellor, Jr.  
 Dispute On Tuesday, 12-5-67, the dispatcher sent out junior men, Carl Branch, Ray Sandoval and two hall men before me, so I am claiming the time that they worked after I punched out. I got off the clock at 6:02 p.m. and these men got off the clock at 9:36 p.m. I am hereby claiming 3 hours, 34 minutes in the amount of \$18.41.

CASE #236: - For and on behalf of William C. Mellor, Jr.  
 On 12-7-67 the dispatcher sent out one junior man, Carl Branch before I was dispatched. I am claiming 4 hours in the amount of \$21.08.

CASE #237: - For and on behalf of William C. Mellor, Jr.  
 On Wednesday, 1-3-68, the dispatcher sent out two junior men before I was dispatched, so I am claiming the time that Ray Sandoval and Carl Branch worked after I punched out. I punched out at 3:00 p.m. and they punched out at 5:06 a.m. (Amount claimed \$11.70)

On Thursday, 1-4-68, the dispatcher sent out two junior men before I was dispatched, so I am claiming the time that Ray Sandoval and Carl Branch worked after I punched out. I punched out at 4:02 p.m. and they punched out at 6:30 p.m. (Amount claimed \$12.81)

On Monday, 1-8-68, the dispatcher sent out two junior men before me. I am claiming the time that Carl Branch and Ray Sandoval worked after I punched out. I punched out at 4:49 p.m. and Carl Branch punched out at 9:06 p.m. (Amount claimed \$27.85)

On Tuesday, 1-9-68, the dispatcher sent out two junior men before I was dispatched. I am claiming the time that Carl Branch and Ray Sandoval worked after I punched out. I punched out at 3:00 and Carl Branch punched out at 7:12 p.m. (Amount of claim \$23.37)

Total amount claimed - \$75.73.

Case #SC2-8-235 - 236 - and 237.

JSC Motion: That the claims of William Mellor, Jr. be allowed.

Deadlocked Southern California JSC January 30, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
5-8-3747 T.I.M.E. Freight Lines

P & D For and on behalf of: Raymond C. Pelton: "After being dis-  
Dispute abled from an injury sustained on the job on July 18, 1966, I  
was released by the doctor appointed by the Company Insurance  
Carrier to return to work because the Industrial Clinic would  
not release me until they reviewed my medical records. I  
want to claim all monies due me since time lost, February  
19, 1968."

Case #SC-4-8-797.

JSC Motion: That Raymond C. Pelton be returned to work with  
full seniority and compensated from February 19, 1968 until  
returned to work.

Deadlocked Southern California JSC April 4, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
5-8-3748 Transcon Lines

Office CASE #247: - For and on behalf of Marie E. Morgan. Complaint  
Dispute by Marie Morgan: "At this writing my starting time is 10:00 p.m.,  
however, with this starting time it constitutes a Tuesday through  
Saturday shift instead of a Monday through Friday. Therefore,  
I feel I am entitled to time and one-half after 12:01 a.m. November  
4, 11, 18, and 25th and December 2, 9, and 16th. Total amount  
claimed \$70.98.

CASE #248: - For and on behalf of Donald Sparks - Complaint  
by Sparks: "At this writing my starting time is 10:00 p.m. however,  
with this starting time it constitutes a Tuesday thru Saturday shift  
instead of a Monday to Friday. Therefore, I feel I am entitled  
to time and one-half after 12:01 a.m. Saturday morning. I am  
claiming 42 hours at 1/2 time pay from Saturday 12:01 a.m. -  
November 4, 11, 18, 25 and December 2, 9, 16 - for a total of \$70.98.

CASE #249: - For and on behalf of Donald L. Kring - Complaint  
by Kring: "At this writing my starting is 10:00 pm., however,  
with this starting time it constitutes a Tuesday to Saturday shift  
instead of a Monday to Friday, therefore, I feel I am entitled to  
time and onehalf after 12:01 a.m. Saturday morning. I am  
claiming 42 hours at 1/2 time pay from Saturday 12:00 a.m. -  
November 4, 11, 18 and 25th and December 2, 9, and 16. Total  
amount requested - \$64.26.

Cases No. SC-2-8-247 - 248 and 249.

JSC Motion: That the claim of the Union be denied.

Deadlocked Southern California JSC January 30, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
5-8-3749 Transcon Lines

P & D  
Dispute

CASE #254: - For and on behalf of Henry Dickerson. Complaint  
by Dickerson: "I have worked for Transcon Lines 14 days in  
September and 21 days in October, 1967. By the rules of the  
Union contract, I should be a regular employee of the Company,  
but am not and I wish to know why.

CASE #255: - For and on behalf of Wilbert Harris - Complaint  
by Harris: "I am requesting an investigation as to why Transcon  
Lines refuses to hire me steady. Under the NMFA, Article 3,  
Section 2, casual and part time employees shall be given oppor-  
tunity to qualify as regular employees and be placed at the bottom  
of the seniority board if they meet all qualifications required of  
new applicants for regular employment. I started working as a  
casual at Transcon on or about 8-22-67 and was promised a job  
at that time, but until this day I still have not been hired. Transcon  
has hired approximately 4 new employees since 8-22-67. Under  
Article 3, Section 2, they have used me as a replacement and  
etc. The Company has used this part of the contract as a subter-  
fuge to keep from hiring me as a regular employee. I started  
there on 8-22-67, but did not work 12 days in that month, but I  
worked from 9-1-67 until I became ill on 10-19-67. I feel I have  
been deprived of all my benefits and this is a true violation by  
Transcon. I am requesting that I have the seniority date of 11-1-67  
and that all my health and welfare funds be paid from that time.  
I also request that the 30 days probationary clause be waived at this  
time because I have worked steady from 9-1-67 thru 10-18-67  
and have enough time or days in so as not to have to do a 30 day  
probation. I am also requesting that I be paid for the Christmas  
and New Year's Holidays and for the days of December 26th and  
27th; these days I was not put on because they said the work was  
slow.

Cases No. SC-2-8-254 and 255.

JSC Motion: That under Article 43, Section 1 (i) of the Agreement,  
the claims of Dickerson and Harris are untimely.

Deadlocked Southern California JSC January 30, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
5-8-3750 Transport Cartage & Distributing Company

P & D For and on behalf of: C. Lauricella: "Since being transferred  
Dispute from Universal Carloading dock to TCD, I was reduced .20¢  
per hour from \$3.91 to \$3.71 which I have been receiving for  
six years. I am asking for .20¢ per hour for my personalized  
rate of pay of \$3.91 per hour - all monies due me until this  
grievance is resolved."

Case #SC-4-8-(11-7)-10539.

JSC Motion: That C. P. Lauricella shall receive his personalized  
rate of pay.

Deadlocked Southern California JSC April 4, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
5-8-3751 Transport Cartage & Distributing Company

P & D For and on behalf of: Edward Landis: Complaint by Landis:  
Dispute "Since being transferred from Universal Carloading Dock to TCD,  
#1, dock, I was reduced .20¢ per hour from \$3.91 to \$3.71 which  
I have been receiving for five years. For the last 5 or 6 years  
my bid classification has been and still is loader-checker.

I request my personalized rate of pay be restored to me and all  
money lost due to reduction in pay."

Case #SC-4-8-(11-7)-10538.

JSC Motion: That Edward Landis shall receive the personalized  
rate of pay.

Deadlocked Southern California JSC April 4, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 542, San Diego, California, and  
5-8-3752 Walkup's Merchants Express

P & D On November 7, 1967 Humberto Amador was put on layoff  
Dispute status. Since that time Merchant's changed their terminals  
to C.M.E.'s dock. C. M. E. has been delivering some of  
Merchant's freight and using C.M.E. people to check the freight  
from Merchant's trailers.

Also line drivers are delivering in San Diego while Amador is  
on layoff.

We are requesting the Company return this man to work with  
full seniority and compensate him for all lost time.

Case #SC-2-(1)-8-15.

JSC Motion: That the claim of H. Amador be upheld.

Deadlocked Southern California JSC January 29, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 690, Spokane, Washington, and  
 5-8-3753 Northern Pacific Transport Co.

P & D The Company at Spokane dispatches one employee to Coeur d'Alene,  
 Dispute Idaho, and Pullman, Washington. The employee has to unload  
 automobiles off the rail head from tri-level cars, using a portable  
 hoist. Up until the last six months, the Company had two employees  
 perform this work. The position now is that one employee shall  
 have to work alone.

Local 690's position is there shall be two men on duty for this  
 type of tri-level, piggyback unloading.

Case #2032 (U).

JSC Motion: That the claim of the Union be denied.

Deadlocked Washington JSC March 20, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 692, Long Beach, California, and  
5-8-3754 City Transfer

P & D On December 2, 1967, which was a Saturday, a man by the name  
Dispute of Anderson who is junior in seniority to Lyle Hickcox, who was  
below him on the rotating board for weekend work was worked.  
Mr. Hickcox remained at home. We therefore ask for 8 hours  
at one and one-half times the hourly rate of pay for Mr. Hickcox.

Case #SC-3-(2)-8-209.

JSC Motion: That the claim of Lyle Hickcox be allowed.

Deadlocked Southern California JSC March 4, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 692, Long Beach, California, and  
5-8-3755 City Transfer

P & D On December 6, 1967, Max Gerlach started at 6:00 a. m. and  
Dispute finished at 5:15 p. m. and Norman Sybert, who is senior to  
Gerlach, started at 7:30 in the morning and worked until 4:45.  
At this terminal, the senior man gets the early starts. Therefore,  
we are asking for the two hour difference for Mr. Sybert.

Case #SC-2-8-208.

JSC Motion: That the claim of Norman Sybert be allowed.

Deadlocked Southern California JSC January 29, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 692, Long Beach, California, and  
5-8-3756 Owl Constructors

Office Local 692 takes the position that the seniority of our member,  
Dispute Dixie Keller was violated on December 6, 1967, when she was re-  
moved from a job in the Purchasing Department that she had held  
for approximately 2-1/2 years. A non-unit employee was placed in  
this position. As a consequence, Miss Keller has had to train new people  
for this job. We maintain that none of the work has been transferred  
to the main office and is being done in the Purchasing Department by  
non-unit employees. We ask that Owl Truck be instructed to replace  
Miss Keller in this position or that it be placed for bid. Further  
information will be presented at the time of the hearing.

Case #SC-3-8-447.

JSC Motion: That the claim of Dixie Keller is timely.

Deadlocked Southern California JSC March 4, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 898, El Centro, California, and  
5-8-3757 Imperial Truck Lines

P & D Mr. Magness refuses to pay the following due to Mr. McBride.  
Dispute Mr. Magness contends that Mr. McBride is not entitled to these monies, that he is not a working foreman, although for the past three years Mr. McBride has received the working foreman's rate of pay.

Monies due A. I. McBride: The amount of \$116.66 is due on regular straight time pay based on \$3.94 per hour and \$27.67 is due on over-time rate of pay, based on \$5.91 per hour, making a total of \$144.33 due to Mr. McBride as of the past pay period of January 27, 1968.

Case #SC-3-8-451.

JSC Motion: That the claim of A. I. McBride is timely.

Deadlocked Southern California JSC March 4, 1968.



REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

\* \* \* \* \*

Case # 5-8-3758	L-622	<u>MARY L. BAKER</u> , member of Local 357, Los Angeles, California. Employee of California Motor Express, Ltd. Request is for a period of 90 days, effective February 5, 1968, for the purpose of Personnel Director, the duties of which are not covered by Western States Area Master Freight Agreement.
	L-623	<u>FRANK V. BROWN</u> , member of Local 235, Orange, California. Employee of Consolidated Freightways, Clark-Inland Cartage Division. Request is for a period of 90 days, effective December 30, 1967, for the purpose of change of classification to Dock Foreman.
	L-624	<u>R. LYNN COLE</u> , member of Local 357, Los Angeles, Calif. Employee of Transcon Lines. Request is for a period of 90 days, effective March 11, 1968, for the purpose of accepting a salaried position with Transcon.
	L-625	<u>HUGH P. FITZGERALD</u> , member of Local 672, Bremerton, Washington. Employee of Black Ball Freight Service. Request is for a period of 90 days, effective March 1, 1968, for the purpose of Dispatching.
	L-626	<u>DONALD R. NEELY</u> , member of Local 208, Los Angeles, California. Employee of I. C. X. - J. Christenson Co. Request is for a period of 90 days, effective March 4, 1968, for the purpose of assisting Dispatcher until replacement is available. NOTE: A 30 day Leave was granted at the November, 1967 JWAC Meeting - Case #11-7-3358 - L-592, commencing October 23, 1967. Also, 20 day Leave was granted at the August, 1967 JWAC Meeting - Case #8-7-3147 - L-569, commencing July 17, 1967. Also, 30 day Leave was granted at the February, 1967 JWAC Meeting - Case #2-7-2800 - L-524, commencing December 1, 1966.
	L-627	<u>BRUCE L. ROSE</u> , member of Local 357, Los Angeles, Calif. Employee of Western Carloading Company. Request is for a period of 90 days, effective March 18, 1968, for the purpose of accepting position of Business Agent in Local 357.
	L-628	<u>THOMAS B. TUNNEY</u> , member of Local 208, Los Angeles, California. Employee of Willig Freight Lines. Request is for a period of 90 days, effective February 19, 1968, for the purpose of accepting position of Driver Supervisor with Company.
	L-629	<u>MELVIN W. SCHAUF</u> , member of Local 208, Los Angeles, California. Employee of Superior Fast Drayage d/b/a/ Superior Express. Request is for a period of 90 days, effective March 14, 1968, for the purpose of trial front Dock Supervisor.
	L-630	<u>WILLIAM D. OROZCO</u> , member of Local 492, Albuquerque, New Mexico. Employee of I. C. X. Request is for a period of 90 days, effective March 4, 1968, for the purpose of working for the Union.



# REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

\* \* \* \* \*

- Case # L-631 JOE CUCCIA, member of Local 235, Orange, California. Employee of Moore Business Forms, Inc. Request is for a period of 90 days, effective March 25, 1968, for the purpose of assuming dispatching duties for Moore Business Forms, Los Angeles Distribution Center.
- L-632 PERCY S. COLSON, member of Local 224, Los Angeles, California. Employee of Post Transportation Company. Request is for a period of 90 days, effective March 18, 1968, for the purpose of accepting non-covered position with the Company.  
NOTE: A 50 day Leave of Absence was granted at the November, 1967 JWAC Meeting - Case #11-7-3358 - L-586, commencing September 12, 1967.
- L-633 STANLEY TURSKI, member of Local 357, Los Angeles, California. Employee of March Transport Company. Request is for a period of 90 days, effective April 1, 1968, for the purpose of going on salary as Dispatcher.
- L-634 ARTURO MARTINEZ, member of Local 357, Los Angeles, California. Employee of System 99. Request is for a period of 90 days, effective April 1, 1968, for the purpose of Dock Foreman at this terminal.
- L-635 KENNETH TOOTHMAN, member of Local 208, Los Angeles, California. Employee of Valley Express Co. Request is for a period of 22 days, effective March 11, 1968, for the purpose of working as Dock Foreman.
- L-636 LOUIS J. SMEYKAL, member of Local 224, Los Angeles, California. Employee of Consolidated Copperstate Lines. Request is for a period of 30 days, effective February 20/68, for the purpose of Supervision.
- L-637 ARTHUR M. McCAHAN, member of Local 208, Los Angeles, California. Employee of Pacific Motor Trucking. Request is for a period of 90 days, effective April 1, 1968, for the purpose of Supervisory work.
- L-638 DOMINICK L. ARMOCIDO, member of Local 208, Los Angeles, California. Employee of Valley Copperstate, Valley Express Co. Division. Request is for a period of 90 days, effective April 1, 1968 for the purpose of working for Company in capacity of Dock Supervisor.
- L-639 WARREN LEASH, member of Local 81, Portland, Oregon, Employee of Consolidated Freightways. Request is for a period of 90 days, effective February 4, 1968, for the purpose of taking Supervisory position with Consolidated Freightways.
- L-640 EARL L. MARSHALL, member of Local 222, Salt Lake City, Utah. Employee of Pacific Intermountain Express. Request is for a period of 90 days, effective April 1, 1968, for personal reasons.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
11-7-3343 Pacific Motor Trucking Company

P & D H.C. Tamburelli claims, pending examination of the records, monies  
Dispute earned by junior employees who were worked in his stead as follows:

P. Cramer on dates of June 21, 1967 and July 13/67. M. Rhoden  
on dates of June 22nd, 26th, 27th, 28th, 29th, July 5th, 6th, 10th,  
11th, 12th, 13th, 1967.

Case #SC-9-7-10056.

JSC Motion: That the claim of H.C. Tamburelli be allowed.

Deadlocked Southern California JSC September 15, 1967.

November, 1967 JWAC Action: M/m/s/and Deadlocked that the  
Union's position be sustained; however, the money claims be denied.  
Note: See Main Committee for final disposition.

The Main Committee will retain jurisdiction of this case until the  
February, 1968 JWAC.

February, 1968 JWAC Action: In case #11-7-3343, Local 208  
and Pacific Motor Trucking Company, the Chair will appoint a  
special committee to investigate and report to the Main Committee  
at the next grievance meeting. That committee will consist of  
Gene Shepherd, Barney Volkoff, Gordon Kirby and Earl Mansfield  
of C. T. A. They will investigate the claims in this case and report  
to this committee at the next meeting.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-7-3422

Local 468, Oakland, California, and  
Pacific Motor Trucking

O-T-R  
Dispute

Runaround for Vernon Cramer. A Los Angeles driver on the preferred extra board left Oakland with a Stockton load. He dropped the load at Stockton, picked up a Los Angeles load and proceeded to his home terminal. The Union's position is that the Stockton load was short line work and he is filing runaround for a shortline driver.

The Company's position is that this is normal procedure and return out-of-town drivers to their home terminal.

Case #CB-2287.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC October 17, 1967.

November JWAC Action: M/m/s/c/ that the claim of the Union be upheld and the Company and the Unions are instructed to get together and set up dispatch procedures.

NOTE: The February, 1968 JWAC did not approve the Minutes in this case but retained jurisdiction.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-7-3482

Local 468, Oakland, California, and  
Pacific Intermountain Express

O-T-R  
Dispute

Union is filing for difference between an Omaha and a Twin Cities  
dispatch (Pay Log #151275) for grievants Silva and Chatburn.

Case # CB-2233.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC October 17, 1967.

November, 1967 JWAC Action: Postponed.

February, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 81, Portland, Oregon, and  
2-8-3563 Consolidated Freightways

O-T-R Dispute Dispute over runaround claim for Erickson and Davis who were not properly dispatched at Los Angeles on October 6, 1967.

The Union contends that the men were dispatched from Portland to Los Angeles and put to bed at Los Angeles. They were called 4 hours after they reached the hotel and told that they had to come to work on their 6th hour. The men didn't wish to be dispatched until 8 hours rest, but the dispatcher informed the men that they had to show on the sign-in and out sheet if they wanted 8 hours. It is the opinion of Local 81 that the men do not have to show this on the sign-in sheet and if they are called within the 8 hours they should be paid. These loads were ready and available when the drivers arrived in Los Angeles.

Case #968,

JSC Motion: That the Union's position be sustained.

Deadlocked November 6, 1967.

February, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
2-8-3564 O.N.C. Fast Freight

O-T-R  
Dispute

The Union contends that Dickson and Thommen were called to work 4 hours after they arrived in Los Angeles. They wanted 8 hours rest and since they were called to work on their 6th hour the Union feels they should be paid.

The Company contends that the drivers did not sign sheet for 8 hours off, so therefore, they were dispatched after their 4 hours.

Case #969.

JSC Motion: That Employer's position be sustained.

Deadlocked Oregon JSC November 6, 1967.

February, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 85, San Francisco, California, and  
2-8-3582 Willig Freight Lines

O-T-R  
Dispute

Union contends that driver Ellis Brown was dispatched out of order and is claiming mileage to Fresno and return.

Company contends that driver was dispatched in order and according to Company practice and rule.

Case #CB-2321.

JSC Motion: That the claim of the Union be allowed.

Deadlocked California Bay JSC November 21, 1967.

February, 1968 JWAC Action: That the committee hold jurisdiction and that both parties are requested to either settle it or bring in some documentary evidence of what the practice is.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
2-8-3603 Los Angeles - Seattle Motor Express

O-T-R  
Dispute

CASE #95: - Local 224 on behalf of Joe Comeaux claims 4-1/2 hours misdispatch on 11-1-67 at Stockton, California. Mr. Comeaux was called for 11:30 p.m. and is bid as #4 departure out of Los Angeles. Number 5 and #6 departed the Stockton layover point prior to Mr. Comeaux. Number 5 departed 7:00 p.m., #6 departed after 7:00 p.m. Number 4 departed 11:30 p.m. Historically we have operated a first-in, first-out dispatch at Stockton since September 19, 1952. We request the JSC to instruct the Company to continue the past practice of first-in, first-out, and pay Mr. Comeaux 4-1/2 hours at the long line hourly rate.

CASE #97: - Local 224 on behalf of Charles E. Bissitt claims misdispatch at the Stockton layover point on 12-6-67, 1-1/2 hours; 12-8-67, 1-1/2 hours. Historically, Los Angeles based drivers have been dispatched out of Stockton first-in, first-out.

The Company has unilaterally changed the dispatch to man to man. We claim misdispatch.

Case #SC-1-8-95 and 97.

JSC Motion: That the claim of Comeaux and Bissitt be allowed.

Deadlocked Southern California JSC January 11, 1968.

February, 1968 JWAC Action: M/m/s/c/ that these claims be paid; that the case of the dispatch rules be remanded back to the parties and if they cannot reach satisfactory dispatch rules, that at the next JWC session this committee will establish the rules. In the interim of this procedure, there will be no additional money claims.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 315, Martinez, California, and  
2-8-3609 Consolidated Freightways

Tanker Union asking for pay for Joe Nisonger for 12/5/67 for trip from  
Dispute Long Beach to San Pablo as sleeper team was sent out one hour  
after Joe had available hours from Long Beach through Martinez.

Case #T-127-960.

California-Arizona Joint State Tank Committee Motion: That  
the claim of the Union be allowed.

Deadlocked California-Arizona Joint State Tank Committee  
December 21, 1967.

February, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 468, Oakland, California, and  
2-8-3618 O. N. C. Fast Freight

O-T-R Union claiming 8 hours runaround December 18, 1967 in the  
Dispute name of Joseph Moniz.

Case #CB-2396.

JSC Motion: That the claim of the Union be denied.

Deadlocked California Bay JSC January 16, 1968.

February, 1968 JWAC Action: M/m/s/c/ that this committee  
retain jurisdiction of this case pending a decision on the PMT  
case which was not approved when we approved the Agenda at  
the Monday meeting.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 551, Lewiston, Idaho, and  
2-8-3622 Garrett Freightlines

O-T-R Sleeper team, Christinsen and Suddeth, depriving regular Lewiston  
Dispute station road driver of work on November 10, 1967. Union claims  
wages for local driver. (Filed under Article 41, Section 1; Article  
53, Section 3 (e); Article 54, Section (a) (d) (e).

Case #1900 (U).

JSC Motion: That the claim of the Union be allowed.

Deadlocked Utah-Idaho JSC December 20, 1967.

February, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 692, Long Beach, California, and  
2-8-3624 Consolidated Freight - Bulk Commodities

Tanker CASE #T-107-862: Local 692 asks pay for proper Los Angeles  
Dispute sleeper team for trip that Martinez sleeper team made to Seattle on  
9-1-67 and return.

CASE #T-107-865: Union claims pay for proper Los Angeles sleeper  
team on 9-21-67 when Martinez men pulled trip to Seattle and return.

Union read into evidence the agreement between P.I.E. and the  
Union concerning sleeper team trips from the Long Beach area.

Company claims agreement signed by someone who didn't have the  
authority to do so and is not a proper agreement. Company has  
tried to meet with the Union to get rid of this. Union agreement  
would force the Company to run empty equipment from Los Angeles  
to Martinez in order to give Los Angeles team the trip to Seattle.

Cases #T-107-862 and 865.

California-Arizona Joint State Tank Committee Motion: That  
the claim of the Union be upheld.

Deadlocked California-Arizona Joint State Tank Committee  
November 30, 1967.

February, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 222, Salt Lake City, Utah, and  
 2-8-3674 I. M. L.

O-T-R  
 Dispute

The Union makes this claim on behalf of three Salt Lake sleeper teams, N. F. Miller and N. H. Johnson, Don Andresson and Fred Hoff, and Roy C. Leavitt and Al Trease, together with all other sleeper teams in similar fact situations, past, present and future.

A Salt Lake sleeper team was dispatched from Salt Lake City to a named lay point (Cincinnati, Ohio), and from that point was re-dispatched to St. Louis, Missouri, and placed off duty.

It is the Union's position that all of the time spent at St. Louis is payable.

It is the Company's position that under the Central States Agreement, the Company can designate as the layover point the place where the longest delay occurs.

The issue is as to which contract applies to the Company's operations East of Cheyenne - the Central States Agreement, or the Western States Agreement. The Company contends that the Central States Agreement applies, and the Union contends that the Western States Agreement applies, but that under Article VI of the Master Agreement, the Union can maintain better conditions which it has enjoyed in the past.

Case # 1135 (Dec. 67-14)

JSC Motion: That this case be referred to the Joint Western Area Committee for determination. Motion Carried.

Utah-Idaho JSC January 16, 1968.

February, 1968 JWAC Action: M/m/s/c/ this matter be referred back to the parties and the committee retain jurisdiction.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 386, Modesto, California, and  
2-8-3677 Fairbanks Trucking, Inc.

Master Union claims Fairbanks bought out E. J. Gallo Tank who employ  
Dispute 8 men. These men were hired by the Company and should retain  
Company seniority for fringe purposes. These men are doing the  
same identical work they did for Gallo. Union claims Article 5  
of Master applies.

Company claims they did not buy Gallo. Gallo got out of the  
business, was a proprietary carrier and Fairbanks, a common  
carrier, took over the haul and bought equipment to handle it.  
Company did hire three of the men. Two other companies are  
also doing some of the hauling and the Company did not buy any of  
Gallo's equipment.

Case #CV-18-1859.

JSC Motion: That the claim of the Union be allowed under Article  
5, Section 3, of the Western Master.

Deadlocked California Valley JSC January 30, 1968.

February, 1968 JWAC Action: M/m/s/c/ that the committee  
hold jurisdiction on this until the May session.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 386, Modesto, California, and  
 2-8-3678 Yolo Transportation Co.

O-T-R Company used sub-haulers on December 7 and 10, 1967 - left  
 Dispute regular men home. Claiming time lost for regular drivers.

Union claims Company used sub-haulers to haul a load when a  
 Company man was home and not used. Union entered loading order  
 in evidence. Union claims Gunther runs on Yolo rights, the load  
 was also loaded on Yolo vans. Company claims money for man  
 left home.

Company claims they did not run around the men. Company was  
 offered a load by Ted Peters Trucking but Yolo never handles  
 National City and load was given away to another carrier. Gunther  
 has his own rights and equipment is run under a trip lease.

Case #CV-18-1864.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Valley JSC January 30, 1968.

February, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 431, Fresno, California, and  
2-8-3679 American Transfer Co.

O-T-R Union claims pay for E. L. Booker when four men with less  
Dispute seniority worked and he sat home.

Union claims men with less seniority worked when Booker was  
available and at home. Union claims common seniority board.

Company claims common board cannot be worked and separate  
boards for the different phases of operation are set up. Company  
entered seniority lists in evidence to prove different boards over  
period of time.

Case #CV-18-1887.

JSC Motion: That the claim of the Union for nine hours pay  
be allowed.

Deadlocked California Valley JSC January 30, 1968.

February, 1968 JWAC Action: M/m/s/c/ that based upon the  
facts presented in this case, this claim of the Union is denied;  
that this problem of dispatch and seniority be remanded back to  
the parties to see if some rules can be mutually worked out by  
the parties. And there will be no money claims in the interim.  
And this committee retains jurisdiction unless they can reach  
mutual agreement.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
5-8-3759 I. M. L. Freight, Inc.

Master Local 17 asks for a hearing and decision from the committee  
Dispute on Article 38, Section 5, Paragraph "C".

Case #86.

JSC Motion: That under the provisions of Article 38, Section 5, Paragraph "C" that the words "new employees" includes casual employees and the Employer is required to notify the Union as provided therein.

Deadlocked Colorado-Wyoming JSC April 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
 5-8-3760 Garrett Freightlines

Q-T-R Local 81 is requesting packing and moving expenses for a driver  
 Dispute who was moved from Pendleton to Portland as a result of an  
 operational change.

The Union contends that the Company has agreed to pay cost of  
 transportation for moving driver Pulley from Pendleton but  
 refuses to pay the packing charges. The Union feels the Company  
 is liable to pay packing and moving charges when there is a  
 Change of Operations approved by the Change of Operations  
 Committee.

Case #1071.

JSC Motion: That the Union's position be upheld and the Company  
 pay packing and moving expenses.

Deadlocked Oregon JSC April 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
5-8-3761 Garrett Freightlines

O-T-R Local 81 is in dispute with Garrett Freightlines over a runaround  
Dispute claim for Robert Stedman on March 29, 1967.

The Union's position is that on March 18, 1968 at 5:30 P.M., driver Stedman arrived in Portland from Pasco, Washington. On March 29, 1968, the Company dispatched driver Graber to Tacoma at 3:30 A.M.

Since driver Stedman is the senior man the Union maintains the Company should have dispatched him to Tacoma.

Case # 1070.

JSC Motion: That the Union's claim be denied.

Deadlocked Oregon JSC April 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-8-3762

Local 81, Portland, Oregon, and  
Garrett Freightlines

O-T-R  
Dispute

Runaround claim for driver W. E. Barger for trip to Spokane  
on November 29, 1967, which was pulled by a junior man.

The Union contends that the claim is for 128 miles difference.  
That Mr. Barger went to Baker and the junior man went to  
Spokane. The Union contends that Mr. Waldron the senior man  
was called at 17:40 for Baker - he was not at home. At  
18:40 he called in sick. Barger and Decker were next men on  
the board. Mr. Barger called for Baker at 18:40 and Mr. Decker  
was called at 18:43 for Spokane; for a difference of 128 miles.  
Up to the time of the board closure, which is 8:00 p.m., the  
first man goes on the first trip, but when they close the board  
the drivers get the premium runs.

Case #1027.

JSC Motion: That the Union's position be upheld and the  
runaround difference of 128 miles between Portland and  
Spokane and Portland and Baker be paid to Barger.

Deadlocked Oregon JSC February 5, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
5-8-3763 Los Angeles - Seattle Motor Express

O-T-R Local 81 is in dispute with LASME over 2-3/4 hours wait time  
Dispute for driver Miles Altermatt, at Yreka, California, on January  
31, 1968.

The Union states that in accordance with the dispatch rules governing this case Mr. Altermatt was due out of Yreka at 1:00 P.M., providing the inbound driver was on schedule. If the inbound driver was not on schedule he is to report his delay two hours prior to the out-bound departure. The Union contends that in this particular case the in-bound driver was delayed 2-1/2 hours, however, Altermatt was not advised of this delay until a half hour before departure and he had already left the boarding house where he was staying. The Company paid a fifteen minute delay time. The departure was not until 4:00 P.M. with a three hour delay time.

Case #1065.

JSC Motion: That the Union's position be upheld and the 2-3/4 hour wait time be paid.

Deadlocked Oregon JSC April 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
5-8-3764 Nehalem Valley Motor Freight

O-T-R  
Dispute

The Union contends that Al Price is a line driver working on the extra board and is not an assigned bid man. Mr. Walton is a local Pick-Up and Delivery man and pulled a line trip to Wauna. Mr. Price was available and should have pulled the trip.

The Company contends that this was an emergency due to Crown Zellerbach calling the Company for a rush part. The Dispatcher grabbed the first available man and rushed an 800 lb. part to the customer. Mr. Walton left for Wauna about 45 minutes after the Company received the call. Mr. Price lives in Scappoose and did take his regular run that night.

Case #987.

JSC Motion: That the Union's position be upheld and the claim of 5-3/4 hours be paid.

Deadlocked Oregon JSC January 8, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
 5-8-3765 Nehalem Valley Motor Freight

O-T-R Protest of the Company's practice of utilizing Longview employees  
 Dispute in pulling freight from Portland to St. Helens area.

The Union contends that they made an agreement with the Company about 2 years ago that the Longview man could pull freight out of Portland as long as this did not effect the St. Helens run, which is a regular 5 day a week run. This has been the practice until December, 1967, when the Company started putting St. Helens freight on the Longview driver. This cancelled the St. Helens run. The St. Helens man worked however, but the Company had men furloughed and had the St. Helens man taken his run there would have been work for one of the furloughed men. The Union is making the claim for December 21, 22, 26, 27 and 29th and January 4, 1968 for the senior furloughed man.

The Company contends that the freight being thrown on the Longview trailer which was done at night by the night foreman, did not effect anyone being laid off. The St. Helens man worked and the freight was peddled from Longview to St. Helens. These were just small shipments.

Case #991.

JSC Motion: That the Union's position be upheld and the dates of December 21, 22, 26 and 27 and 29th and the 4th of January be paid.

Deadlocked January 8, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
5-8-3766 Nehalem Valley Motor Freight

O-T-R Dispute Dispute over runaround claim of driver Albert Price brought about by a Longview driver pulling a Clatskanie and Wauna trailer out of Portland on December 15, 1967.

The Union contends that Mr. Price is a Portland man and a Longview man took Clatskanie and Wauna freight that has always been the Portland drivers work and was assigned to Al Price.

The Company contends that they operate a schedule to Astoria and Longview. That before they had a schedule to Clatskanie and Wauna, but with these small shipments they have been hooking this freight with the Longview freight and the Clatskanie man picks it up in Longview.

Case #989.

JSC Motion: That the Union's position be upheld and the runaround be paid.

Deadlocked Oregon JSC January 8, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
5-8-3767 Pacific Intermountain Express

O-T-R Abuse of free time claim for drivers Al Gilman and D.E. Summers,  
Dispute which occurred in Chicago.

The Union contends that the team arrived in Chicago at 5:33 a.m. on December 10, 1967. They left at 1:45 on December 12, 1967. They are claiming 8 hours abuse of free time as this was a solid load and the drivers feel there should not have been this long delay.

Case #1018.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC February 5, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-8-3768

Local 81, Portland, Oregon, and  
Sites Silverwheel

O-T-R  
Dispute

Local 81 is in dispute with Sites Silverwheel over the seniority  
rights of Perry Blanchard.

Union's position is that from May 20, 1962 to March, 1968,  
Mr. Blanchard was not working for the Company due to an on-the-  
job back injury. In March of this year Mr. Blanchard was released  
to go back to this type of work and since the contract does not  
specify the amount of time a man can be off due to an industrial  
accident, the Union is asking that Mr. Blanchard be returned to  
work with full seniority.

The Company contends that in 1965 Mr. Blanchard went to work  
for Portland Stages and the requirements (physical) are the same  
as those for Sites. The Company therefore feels Mr. Blanchard  
should have returned at that time.

Case # 1062.

JSC Motion: That the Union's position be upheld and the man  
be returned to work with full seniority.

Deadlocked Oregon JSC April 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
5-8-3769 Trans-Western Express

Master Local 81 is in dispute with Trans Western Express over the  
Dispute application and interpretation of the moon-lighting provisions of  
the National Master Freight Agreement.

The Union is contending that in accordance with Article 34,  
Section 1 and 2, moonlighters shall be paid all benefits including  
Health and Welfare and holidays, as per the Agreement. The  
Union is claiming the Company is using moonlighters and paying  
them on a casual basis.

Case # 1078.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC April 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 150, Sacramento, California, and  
 5-8-3770 J. Christensen Co.

O-T-R Pay claim - James Tytler and Gary Day.  
 Dispute

Union claims Los Angeles terminal used two lease trucks to do pick-up and delivery work in Sacramento. Article 52 of the O.T.R. claimed. This should have been local work and claim is for 16 hours for two men. Union claimed Mr. Kirby, in a JWC decision, stipulated in Change of Operation they would not use sub-haulers in the Sacramento area, or give away to other carriers. If this was overflow freight, there were two men on layoff that day.

Company claims dairy products from Los Angeles necessitate other trucks. Company in this instance did not have the equipment so used another line. Cargo did not hit the terminal clock and if Christensen freight it would have been handled by local men from the terminal. Company claims this was overflow freight.

Case #CV-28-1908.

JSC Motion: That this case be referred to the Change of Operation Committee for interpretation and clarification.  
Motion Carried.

California Valley JSC date of action, March 26, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 190, Billings, Montana, and  
5-8-3771 Garrett Freightlines

O-T-R One round trip for Thomas Dunn, Helena and return, plus work  
Dispute time for sleepers doing single man work.

Employee Dunn is the top man on the extra board. On January 10th and 11th a sleeper team made the run from Billings to Spokane with one stop at Bozeman to unload, and the second stop at Helena. It was the Unions position that Article 54, Section C of the Over-The-Road Agreement applied in this case.

Case #M-802.

JSC Motion: That in Case M-802 the claim of the Union be denied.

Deadlocked Montana JSC February 23, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
5-8-3772 Illinois - California Express

O-T-R Local 180 on behalf of Wayne Schmelzle protest the Company's  
Dispute denial of his bid for time applicable to vacation.

Schmelzle, who is entitled to three weeks, requested the last two weeks in December and the first week in January. The Company denied this request claiming that no vacations would be granted over Christmas. The Union contends this to be a contractual violation and asks the committee to instruct the Company to approve Schmelzle's bid.

Note: This filing was amended at time of hearing to include Eddie Burrus.

Case #SC-4-8-766.

JSC Motion: That the claim of the Union be upheld.

Deadlocked Southern California JSC April 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
5-8-3773 Illinois - California Express

O-T-R Local 180 takes the position that Burrus and Allen are entitled  
Dispute to compensation for 67/100 hours at \$3.50 per hour - a total of  
\$2.20 for each man.

This team was called for 11:30 p.m. and they reported 1/2 hour  
early as usual. The Company did not assign them a tractor  
(which is agreed to procedure) so they could make their bed and  
check their equipment and depart on their call time. The bills  
came down at 0085 a.m. and they checked etc. and departed at  
0152. The Company paid from 2350 to 0085.

This claim is for time from 0085 to 0152 which the Union contends  
is pay time under our agreed-to procedure. Trip #0446.

Case #SC-4-8-769.

JSC Motion: That the claim of Burrus and Allen be denied.

Deadlocked Southern California JSC April 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
5-8-3774 Los Angeles - Seattle Motor Express

O-T-R Joe Parrish and Al McClure are asking to be compensated for 12  
Dispute hours pay for each man.

These drivers were dispatched to Seattle while enroute they called the Seattle terminal advising them that they would arrive at 01:00 on February 15, 1968. The Company at this time had 2 Seattle teams set up to go to Los Angeles, but this gave the Company 3 hours and 45 minutes to cancel one of them out, so Parrish and McClure could turn back to Los Angeles when they arrived. The Company did not do this, they sent both Seattle teams out after Parrish and McClure arrived causing this team to lay 12 hours.

Local 180 takes the position because this is the common practice for the Company to do this and because this is the way they operate out of Los Angeles that Parrish and McClure should be paid for the time.

Case #SC-4-8-774.

JSC Motion: That the claim of Parrish and McClure be upheld.

Deadlocked Southern California JSC April 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
5-8-3775 Pacific Intermountain Express

O-T-R Local 180 takes the position that Wilson and McKelvey are entitled  
Dispute to compensation for delay enroute which took place at Lupton,  
Arizona on 12-1-67.

This team stopped for fuel enroute at a Company designated vendor  
and were delayed in excess of one hour to be fueled. It is the  
contention of the Union that this amount of time to take on fuel is  
excessive and unreasonable and that time beyond normal becomes  
a compensable item. Paylog #175853.

Case #SC-4-(2)-8-414.

JSC Motion: That based on the facts presented in this case, the  
claim of Wilson and McKelvey be denied.

Deadlocked Southern California JSC April 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
5-8-3776 Pacific Intermountain Express

O-T-R Local 180 on behalf of Carl Beel contends he is entitled to compensa-  
Dispute tion for a complete round trip from Los Angeles to Chicago and  
return minus the compensation already received.

Beel fell out of the cab of his truck which was covered with ice.  
He was examined by a doctor who refused to let him complete  
his trip. The incident took place in St. Louis and he was held  
there for six (6) days and finally flown home.

Case #SC-4-8-784.

JSC Motion: That the claim of Carl Beel be denied.

Deadlocked Southern California JSC April 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
5-8-3777 Western Gillette, Inc.

O-T-R Local 180 on behalf of Hendrix and Harrah takes the position that  
Dispute this team is entitled to compensation for the mileage, etc. for a  
trip Tucson to San Diego and return to San Diego.

We claim a misdispatch on trip 194 of December 31, 1967 - #2404  
was the truck following this team in the lineup but was dispatched  
from Tucson to San Diego and then from San Diego back to Tucson.  
If this dispatch is correct it should have been given to the first  
truck in the lineup.

Case #SC-4-(2)-8-424.

JSC Motion: That based on the facts presented, the claim of the  
Union be denied.

De adlocked Southern California JSC April 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
5-8-3778 Western Gillette, Inc.

O-T-R Local 180 protests the cutting of the road work force and requests  
Dispute the Company to produce payroll records which we contend will  
support the Union's position that the cut was made in violation  
of the contract.

Case #SC-4-(2)-8-423.

JSC Motion: That the Company is in compliance with Article 41,  
Section 2 (b) of the O. T. R. Agreement.

Deadlocked Southern California JSC April 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 208, Los Angeles, California, and  
5-8-3779                    C.M.D. and Cuz Transportation

Interpre-                    "The Local Union submits that the Contract obligates these prime  
tation                        employers under terminology of the cited Articles to report and  
                                credit owner-operators and/or sub-haul drivers on the same day-to-  
                                day basis that casual employees are credited.

These employees disagree with the Union's contention thereby  
leaving Teamster members with long records of working in the  
craft without benefit of pension crediting .

The Union therefore seeks a ruling as to the extent of the employer's  
obligations to these casual status owner-operator drivers."



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
5-8-3780 Garrett Freightlines, Inc.

Master WHEREAS, Garrett Freightlines, Inc. has instituted legal proceedings  
Dispute against this Local Union; said proceedings being brought in the United  
States District Court, Central District of California, Case Number  
67-1704-FW; and,

WHEREAS, in the aforementioned proceedings the Employer alleges  
and attempts to hold the Local Union liable for an unauthorized work  
stoppage on the part of its employees; said employees being members  
of this Freight Drivers Union and said work stoppage having occurred  
on or about the date of August 7, 1967; and

WHEREAS, the Employer having instituted said proceedings without  
any prior knowledge on the part of the Local Union and without first  
using all possible means of settlement as provided for within the terms  
and conditions of the Freight Agreement,

NOW, THEREFORE, the Local Union submits that the Employer's  
actions by instituting the above proceedings constitute a direct violation  
of the intent, the purpose and application of the existing Freight Agree-  
ment, as set forth under Article 43, Sections 1 and 2, of the Western  
States Area Pick-Up & Delivery Supplemental Agreement.

The Local Union further submits that the Employer is in further  
violation of Article 43, Section 2, as cited, by the actions of its  
proceedings whereby the Employer attempts to hold the Local Union  
liable for the unauthorized activities of its employees.

Pursuant to the position of the Local Union as set forth herein, it is  
hereby requested that the Employer be directed to withdraw its pro-  
ceedings and to proceed in accordance with Article 43, Section 1, as  
cited, for the purpose of resolving this dispute.

Case #SC-3-8-534.

JSC Motion: That this case is improperly before this committee.

Deadlocked Southern California JSC March 6, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 208, Los Angeles, California, and  
5-8-3781                    Union Pacific Motor Freight

Interpre-                    In accordance with Article 56, Section 2 of the Supplemental Agree-  
tation                        ment, as cited herein, the employer provides its terminal yardmen  
                                 and hostlers with rain gear, such rain gear consisting of and being  
                                 limited to rain coats and head coverage. The fact that a condition  
                                 of rain tends to create extensive water puddles, ground dampness  
                                 and other related conditions affecting the lower extremities of the  
                                 yardmen and hostlers, nevertheless, the Empler fails to provide  
                                 any appropriate rain foot coverage.

The Local Union requests an interpretation as to the meaning, the  
intent, and the application of the above cited Article and Section,  
with particular reference to the subject of rain foot coverage, as  
raised herein."



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
5-8-3782 Consolidated Freightways

Dispute Jack E. Slover is a Salt Lake City dockman. The Union claims he is entitled to the checker rate of pay because the Company requires him to sign or initial the freight bills.

The Union claims he is entitled to the checker rate of pay because the Company requires him to sign or initial the freight bills.

It is the Company's position that since he only loads or unloads line equipment and initials the bill to show he has removed or loaded the correct number of pieces, that he is not entitled to checker pay. It is conceded that there is no receiving of inter-line freight involved.

Case #1215 (Mar. 68-24).

JSC Motion: That based upon JWAC Case #8-7-3207, the claim of Mr. Slover be denied.

Deadlocked Utah-Idaho JSC March 13, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
5-8-3783 Consolidated Freightways

Interpre- Kenneth Ralph Peck, Salt Lake City pickup and delivery driver,  
tation claims funeral leave for the death of his grandmother. He states  
that since he was raised by his grandparents since he was six  
months old, that they are the same as his parents and that the  
funeral leave should be paid.

It is the Union's position that under the facts of this case the  
funeral leave is payable.

It is the Company's position that under the provisions of said  
funeral leave interpretation (handed down by the Multi-Conference  
and National Grievance Committees) funeral leave is not payable  
for the death of grandparents.

Case #1190 (Feb. 68-29).

JSC Motion: That the Union's claim for funeral leave be  
allowed.

Deadlocked Utah-Idaho JSC February 21, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
5-8-3784 Intermountain Operators' League

Interpre- The Union is requesting a clarification as to whether or not the  
tation three year layoff provision of the 1967 Agreement is applicable  
to employees who were placed on two year layoff under the previous  
Agreement in those situations where such two year layoff had not  
expired until after the effective date of the 1967 Agreement.

Case #1160 (Jan. 68-17)

JSC Motion: That this question be referred to the Joint Western  
Area Committee for determination. Motion Carried.

Utah-Idaho JSC January 16, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
5-8-3785 Pacific Intermountain Express

Dispute Jay Ovard is a Salt Lake dockman. The Union claims he is entitled to the checker rate of pay. He unloads in-bound Company line units, loads out-bound Company line units for pick-ups, and notes exceptions as to count or condition on the bills. There is no issue of receiving freight from interline carriers for customers.

Both the Company and the Union cite and rely upon JWAC Case #8-7-3207.

Case #1216 (Mar. 68-25).

JSC Motion: That based upon JWAC Case #8-7-3207 Mr. Ovard's claim be paid.

Deadlocked Utah-Idaho JSC March 13, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 224, Los Angeles, California, and  
 5-8-3786 Cargo Carriers

O-T-R Local 224 on behalf of the members employed at Cargo Carriers  
 Dispute requests a search of the records to determine the actual amount of money due each man when the Company disposed of their line equipment and sub-contracted their line operation. A factual case to support this claim. Laws truck and cargo trailer #413 picked up a load at Fontana yard on 1-9-68 and went to Stockton. Mr. Payton was left home.

Case #SC-4-8-718.

JSC Motion: That is sub-contracting, therefore, the claim of the Union be allowed.

Deadlocked Southern California JSC April 2, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
5-8-3787 Cargo Carriers, Inc.

Sub- Local 224 on behalf of the members employed at Cargo  
Contracting Carriers, Inc. requests a search of the records to determine  
the actual amount of money due each line man when the Company  
disposed of their line equipment and sub-contracted their  
line operations.

AMENDED BY LOCAL ON 12-20-67 - A factual case on  
November 16 and November 17, 1967 - a sub-contractor by  
the name of Pounds made a round trip from Lynwood, California  
to Las Vegas and return. We had qualified personnel available  
with I.C.C. hours available. We would claim money in the  
amount of mileage and work time for the trip.

Case #SC-2-(1)-8-89.

JSC Motion: That in this particular case, Joe Kelly be  
compensated for a lease trip to Las Vegas and return.

Deadlocked Southern California JSC January 31, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
5-8-3788 J. Christenson Co.

Seniority Local 224 on behalf of John Porter protests his seniority  
Dispute position at J. Christenson Co. Mr. Porter is working on  
his terminal seniority position and claims he should be  
working on his full Company seniority position due to I.C.X.  
purchase of California Motor Transport and J. Christenson  
Co.

Case #SC-4-8-719.

JSC Motion: That this case is deemed to be an interpretive  
matter therefore is forwarded to the Joint Western Area  
Committee. Motion Carried.

Southern California JSC date of action, April 2, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
5-8-3789 Milne Truck Lines, Inc.

O-T-R Local 224 on behalf of the line drivers claims there is enough  
Dispute business to warrant another bid run from Los Angeles to Yuma  
on a three trip per week basis.

Case #SC-3-8-478.

JSC Motion: That based on the settlement in JWAC Case #5-4-1371,  
the additional bid to Yuma be denied.

Deadlocked Southern California JSC March 5, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
5-8-3790 O.N.C. Motor Freight System

O-T-R Local 224 on behalf of Edward Martin, Virgil Monasco and  
Dispute Vincent Mancini claims holiday pay for Washington's Birthday,  
February 22, 1968. This pay had been claimed and denied.

Case #SC-4-8-731.

JSC Motion: That the claims of Martin, Monasco and Mancini  
be upheld.

Deadlocked Southern California JSC April 2, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
5-8-3791 Walkup Merchant's Express

O-T-R Local 224 on behalf of Pete Villanueva claims runaround from  
Dispute January 6, 1968 to February 29, 1968 when the Company started  
using Griley Security to pull Merchants trailers on the San  
Bernardino run and Pete Villanueva, an extra board man, was  
not called for work. Further information at hearing.

Case #SC-4-8-736.

JSC Motion: That the claim of Pete Villanueva be allowed.

Deadlocked Southern California JSC April 2, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 287, San Jose, California, and  
5-8-3792 Associated Freight Lines

O-T-R All of these cases involve a "drop and pick" situation. Line  
Dispute drivers out of Los Angeles and/or San Francisco are dispatched  
directly to Los Angeles or San Francisco via Mountain View. At  
Mountain View they are dropping and/or picking and then completing  
their dispatch.

Cases #CB-2427 thru #CB-2444 (18 cases).

JSC Motion: That anytime two boxes are dropped or picked, the  
claim of the Union is allowed. If a single box is dropped or picked,  
the claim of the Union is denied.

Deadlocked California Bay JSC February 20, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 381, Santa Maria, California, and  
5-8-3793 System 99

O-T-R MS-#200 is established as an area practice and not an exclusive  
Dispute agreement between Local 381 and designated parties.

System 99 has a line run that is bound by this Rider and the  
Union's demand is that such run be paid accordingly.

Case #SC-4-8-692.

JSC Motion: That the claim of the Union be denied.

Deadlocked Southern California JSC April 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 386, Modesto, California, and  
5-8-3794 American Transfer Company

O-T-R Union claims Company is making the man pay for tickets. On  
Dispute January 26, 1968 and January 29, 1968, tickets were given to  
driver Serpa for one case of over-weight and one case for over-  
width. Union claims the man should be reimbursed for money  
paid out.

Company claims a citation was given to the driver at the Newhall  
scales on the way from Los Angeles to Antioch. Driver loaded  
and was 14 inches over-width which he corrected at the scales  
before continuing on trip. In the other case, the man loaded  
74,380 pounds of roofing and picked up an overload ticket for  
200 lbs. over on an axle, not for over-weight for entire load.

Case #CV-38-1958.

JSC Motion: That the Company be instructed to pay for the  
over-weight, over-width tickets.

Deadlocked California Valley JSC March 26, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 431, Fresno, California, and  
 5-8-3795 California Motor Express

O-T-R Union protests Company cutting off runs and giving freight to  
 Dispute other companies while men are laid off.

Union claims Article 32 of the Agreement for their claim. Union claims Company has cut off runs arbitrarily. Union claims sufficient moving of freight to keep runs alive and the men put back to work. Union claims Kirby stipulated all freight would be handled on their own equipment in Change of Operations.

Company entered bills of lading to show proof of why runs were cut off - average 14 bills of lading to Tulare. Company tried to schedule 3 days a week and still did not work out. This is a matter of economics.

Case #CV-38-1956.

JSC Motion: That this case be referred to the Change of Operations Committee for clarification. Motion Carried.

California Valley JSC date of action, March 26, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 431, Fresno, California, and  
 5-8-3796 Valley Motor Lines

O-T-R Union claims money for Bart Campbell when not worked on proper  
 Dispute seniority. Man worked for approximately one year as extra line  
 driver. Company did not pay pension, health and welfare and  
 driver is entitled by seniority to pull line work.

Company claims they are down to two men in Fresno area. Company  
 could not put man on as a regular employee if they wanted to because  
 of Change of Operation decision.

Case #CV-28-1897.

JSC Motion: That Bart Campbell established a seniority date the  
 first day he worked in October, 1966. Full pension and health and  
 welfare premiums shall be paid from that date forward. In the  
 above the 45 day limitation is waived, but it shall apply to the pay-  
 ment of runarounds for all line runs pulled by local men from 45  
 days previous to the date of filing.

Deadlocked California Valley JSC February 28, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 439, Stockton, California, and  
5-8-3797 Merchants Walkup Express

O-T-R Union claims runaround for driver Jack McClung on February  
Dispute 21, 1968.

Union claims Oakland man took a load from Stockton to Modesto to the Bay Area and left McClung at home and this is his normal run. Driver testified he was told by the dispatcher there was no work. Driver stated he had a 5:00 P.M. run and the Oakland man has an 8:00 P.M. run. Stockton man is in Oakland before the Oakland men go to work. In the meantime, Company has put three men on runs out of Oakland and trying to leave Stockton men at home.

Company claims that an Oakland bid man was sent to Stockton and return and since the only load out of Stockton was to Modesto and the Oakland man was working, he was given the Stockton-Modesto boxes to handle. Company cannot run empty.

Case #CV-38-1951.

JSC Motion: That the claim of the Union be allowed.

Deadlocked California Valley JSC March 26, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 439, Stockton, California, and  
5-8-3798 Molasses Truck Service

Tanker Molasses Truck Service is not paying the proper scale as per  
Dispute contract, to-wit: mileage scale on the following employees:  
Albert Darrah, Harold Tardio, Jack Merrill, Haddic Henderson,  
Tony Mello, Virgil Selby, David Howell, Lawrence Machado,  
Donald Von Berg, Reber Johnston, Theodore Cline, Lambert  
Van Dykhuizen, Wm. Rossi, Albert Holybee, Larry Machado.

Case #AH-28-35.

JSC Motion: That the Company be instructed to comply with  
Article 1 of the A&H Supplemental Agreement and pay all wages  
and conditions of the California-Arizona-Nevada Transport Tank  
Supplemental Agreement which is the applicable agreement in  
this case.

Deadlocked California Valley JSC February 28, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 439, Stockton, California, and  
5-8-3799 Navajo Freight Lines

Funeral Union claims two days funeral leave pay for Jack Durao for  
Leave April 10 and 11, 1967.  
Dispute Union claims that the Union and Company have argued over this  
for many months. National decision applies here that 45 day  
limitation does not apply.

Company claims 45 days ran out and case improper before the  
committee.

Case #CV-38-1952.

JSC Motion: That the case be heard.

Deadlocked California Valley JSC March 26, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 467, San Bernardino, California, and  
5-8-3800 McKeown Transportation Co., Inc.

O-T-R Local 467 hereby files a grievance under Article 43, Section 5 of  
Dispute the Over-The-Road Agreement against McKeown Transportation  
Co., Inc. on behalf of Kenneth Dunson and John Capshaw for the  
difference in a White Sands, New Mexico and Amarillo, Texas  
trip.

The Company is in violation of Article 54, Section 4 of the Over-  
The-Road Agreement and agreed to dispatch rules.

Case #SC-4-8-694.

JSC Motion: That due to the extraordinary circumstances in  
this particular case, the claims of Dunson and Capshaw be denied.

Deadlocked Southern California JSC April 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 467, San Bernardino, California, and  
5-8-3801 McKeown Transportation Co., Inc.

O-T-R Local 467 hereby files a grievance against McKeown Transportation  
Dispute Co., Inc. on behalf of Walter Wright in the amount of \$30.16 at  
\$3.77 per hour for 8 hours on November 26, 1967.

The Company is in violation of Article 2, Section 1-C of the  
McKeown Rider Agreement, (Sick Leave).

Case #SC-3-8-436.

JSC Motion: That the claim of Walter Wright is timely.

Deadlocked Southern California JSC March 4, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 467, San Bernardino, California, and  
5-8-3802 McKeown Transportation Co., Inc.

O-T-R Local 467 hereby files a grievance against McKeown Transportation  
Dispute Co., Inc. on behalf of Walter Wright in the amount of \$30.16 -  
8 hours at \$3.77 per hour for January 5, 1968.

The Company is in violation of Article 2, Section 1-C of the  
McKeown Rider Agreement, (Sick Leave).

Case #3-8-435.

JSC Motion: That the claim of Walter Wright be allowed.

Deadlocked Southern California JSC March 4, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 468, Oakland, California, and  
 5-8-3803 J. Christenson Company

O-T-R The Company is requesting a clarification on the CBAC Case  
 Dispute #CB-2107 which was heard April 18, 1967.

The Union contended that they tried to send auditors in but the Company refused to produce records. There are no individual grievances filed with the Union.

Case #CB-2502.

JSC Motion: That due to the fact that the Union has failed to comply with the decision rendered in Case #2107, after more than ten months, that the decision is no longer applicable.

Deadlocked California Bay JSC March 18-19, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 468, Oakland, California, and  
5-8-3804 Cunha Transportation

O-T-R The Union is filing for a runaround on January 27, 1968 when a  
Dispute junior man was dispatched and W. R. Bridges was left at home.

The Union's position was that the grievants truck was not  
licensed by the Company.

The Company refuted this and said that the grievant had come  
in from a trip and parked his truck and they didn't hear from him.  
On February 16, 1968 they sent the grievant a telegram to report  
for work and he did not report. On February 22, 1968 he came  
to the terminal but there was no work. He came back to work  
on February 26, 1968.

Case #CB-2488.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC March 18-19, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 468, Oakland, California, and  
5-8-3805 Delta Lines, Inc.

O-T-R Money claim. This is a claim for 1/2 hour on November 22, 1967  
Dispute and November 24, 1967, in the name of Gerald F. Parker. On the  
dates in question the grievant hooked dollies and it is the Union's  
position that this is hostling work.

The Union claims that the Company has paid some people for per-  
forming this work.

The Company's position is that they do pay when an air ride jeep  
is hooked and that the payroll clerk has paid for hooking dollies  
but that this was in error and was not policy.

Case #CB-2361.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC March 18-19, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 468, Oakland, California, and  
 5-8-3806 Delta Lines, Inc.

O-T-R Money claim. The Union and the Company stipulate to the fact that  
 Dispute a letter written October 26, 1961, establishes that the Company agrees  
 to pay for 16 hours on runs between San Francisco-Emeryville-  
 Sacramento and Los Angeles. When miles and hours exceed this  
 then the greater amount is paid. On the dates in question the drivers  
 ran from Los Angeles to Emeryville, via Sacramento.

The Union's position is that they are entitled to the sixteen hours  
 guaranteed by the agreement with the Company plus an additional  
 eight hours for the run from Sacramento to Emeryville.

Case #CB-2493.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay March 18-19, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 468, Oakland, California, and  
5-8-3807 Kal Kan Foods, Inc.

O-T-R Filing is for work from August 6, 1967 to August 15, 1967. This  
Dispute case previously heard by the committee and referred back to the  
parties. A Local 626 man is bringing freight to the Company from  
the Los Angeles area and taking the finished product back to the  
Los Angeles area. The Company has a contract with both Local 626  
and Local 468.

The Union's position is that this is Local 468 work.

Case #CB-2494.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC March 18-19, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 468, Oakland, California, and  
5-8-3808 Pacific Motor Trucking

O-T-R  
Dispute

Union claims runaround on January 11, 1968. Grievant (Kenneth D. Klein) is a bid Medford driver. On January 10, 1968 he departed Medford at 9:30 a.m. He arrived Oakland at 1:30 a.m. on January 11, 1968. Delay was due to adverse weather conditions and grievant was paid for all delay time. His regular bid run left Oakland at 3:30 a.m. and he was unable to make the run. He asked to go to the top of the extra board and the Company refused.

The Company's position was that the driver's rest was not up, he could not make the run and there is no provision in the dispatch rules for him to go to the top of the extra board unless his bid was cancelled.

Case #CB-2468.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC March 18-19, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 492, Albuquerque, New Mexico, and  
5-8-3809 Navajo Freight Lines, Inc.

O-T-R Local 492 claims pay for M. E. Karker and E. P. Gracey in  
Dispute the amount of \$54.25 for each driver. This was claimed as  
15-1/2 hours runaround on Trip Sheet #75509 and denied.

The basis for the claim is that Mr. Gracey and Mr. Harker were  
runaround by Los Angeles power at 0239 August 10, 1967, when  
this Los Angeles power dropped a trailer at Albuquerque and  
picked up another trailer at Albuquerque and went to Chicago.  
The claim is from the time the Los Angeles tractor departed  
until Mr. Gracey and Mr. Harker departed.

Case Number - None given.

JSC Motion: That the position of the Union be upheld.

Deadlocked Arizona-New Mexico JSC March 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 542, San Diego, California, and  
5-8-3810 Cal-Canadian Motor Express

O-T-R We believe Cal-Canadian Motor Express to be in violation of the  
Dispute aforementioned Articles and Sections.

The attached sheet will explain in detail the amount of \$330.78  
due Lloyd Gentry for time worked for which he was not paid.

Case #SC-4-8-699.

JSC Motion: That the claim of Lloyd Gentry be allowed.

Deadlocked Southern California JSC April 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 542, San Diego, California, and  
5-8-3811 Cal-Canadian Motor Express

O-T-R We believe Cal-Canadian Motor Express to be in violation of the  
Dispute aforementioned Article and Sections against Hugh D. Reeves.  
The attached sheet will explain in detail the amount of \$686.28  
is due Hugh D. Reeves for time worked for which he was not  
paid at this date.

We are requesting a search of records in this case.

Case #SC-4-8-700.

JSC Motion: That the claim of H. D. Reeves be allowed.

Deadlocked Southern California JSC April 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 692, Long Beach, California, and  
5-8-3812 M & M Transfer

Sub- James W. Davis was sent home at 10:00 a.m. Wednesday, January  
Contracting 31, 1968 and sub-contractor for Rademacher was loaded out of main  
yard for Gaffers and Sattler. Mr. Davis was available and had hours  
to work. It would have taken approximately three hours to load,  
deliver and return to the yard. Local 692 is requesting these hours  
for Mr. Davis.

Case #SC-3-8-443.

JSC Motion: That the claim of James W. Davis be allowed.

Deadlocked Southern California, JSC March 4, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
 5-8-3813 Consolidated Freightways, Inc.

O-T-R CASE #2023 (U): Under Article 42, Section 4 of the O.T.R.  
 Dispute Supplement (regarding transfers of equipment between terminal),  
 Article 54 of the O.T.R. Supplement and Article 53, Section 3 (e)  
 of the O.T.R. Supplement. Local 741 claims runaround pay from  
 Consolidated for the most senior man or men on the Seattle board  
 eligible to work when sleeper teams moved freight out of Seattle to  
 Kennewick 227 miles, Moses Lake-179 miles, Spokane-287 miles,  
 Wenatchee-148 miles and Yakima-144 miles on the following days:  
 January 3, 4, 8, 9, 10, 11, 17, 18, 20, 21, 22, 24, 25, 29, 30 and Feb. 1st.  
 The runaround pay asked in each instance is for a round trip to  
 each point mentioned.

CASE #2025 (U): Under Article 42, Section 4 of the O.T.R.  
 Supplement (regarding transfer of equipment between terminals),  
 Article 54 of the O.T.R. Supplement and Article 53, Section 3 (e)  
 of the O.T.R. Supplement. Local 741 claims runaround pay from  
 Consolidated for the most senior man or men on the Seattle board  
 eligible to work when sleeper teams moved freight out of Seattle  
 to Kennewick 227 miles, Moses Lake - 179 miles, Spokane - 287  
 miles, Wenatchee - 148 miles, Walla Walla - 276 miles, and  
 Yakima - 144 miles on the following days:

February 1, 4, 8, 9, 10, 12, 14, 16, 18, 20, 21, 23, 24, 26 and 28.

The runaround pay asked in each instance is for a round trip to  
 each point mentioned.

Cases #2023 (U) and #2025 (U).

JSC Motion: That in Cases #2023 (U) and #2025 (U) the claim of  
 the Union be denied.

Deadlocked Washington JSC March 21, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
 5-8-3814 Consolidated Freightways, Inc.

O-T-R Local 741 claims workaroud pay of two hours at the overtime heavy-  
 Dispute duty rate from Consolidated Freightways for the appropriate heavy-  
 duty drivers as determined by Local 741 in the following instances  
 when sleeper teams moved freight between Seattle and Tacoma .

<u>Date</u>	<u>Team</u>	<u>Pounds</u>
Jan. 23 /68	Portland-Lawler & Lanning	8, 904 to Tacoma
Jan. 23/68	Kansas City-Pettigord-Holloway	11, 400 to Tacoma
Feb. 4/68	Kansac City-Luster-Samuels	16, 600 to Tacoma
Feb. 9/68	Salt Lake-Nice - Hansen	11, 836 to Tacoma

Case #2024 (U).

JSC Motion: That the claims of the Union be upheld.

Deadlocked Washington JSC March 21, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
5-8-3815 Garrett Freightlines, Inc.

O-T-R John Arsenian and R. C. Olsen, Seattle Division drivers, claim  
Dispute runaround for the amount of a LaGrande for R. C. Olsen and  
Spokane for John Arsenian on February 16, 1968, because Garrett  
sleeper team came into Seattle with tractor 13-156 and trailer  
42-3313, 42-7167 out of Spokane - they picked up loaded trailer  
42-7167 in Spokane.

Case #2027 (U).

JSC Motion: That this case be remanded to the Change of  
Operations Committee for interpretation.

Deadlocked Washington JSC March 20, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
5-8-3816 Los Angeles - Seattle Motor Express

O-T-R The Company violated dispatch rules by not rotating the foreign  
Dispute teams off the wheel as per Rule 10 of Agreed-Upon Dispatch Rules.

Case #1988 (U).

JSC Motion: That the claim of the Union be denied.

Deadlocked Washington JSC March 20, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
5-8-3817 Los Angeles-Seattle Motor Express

O-T-R Company is in violation of agreed-upon dispatch rules by dispatching  
Dispute foreign sleeper teams, 'to a terminal other than their home  
terminal' unless they rotate off the total Seattle Board.

Case #2008 (U).

JSC Motion: That the claim of the Union be denied.

Deadlocked Washington JSC February 20, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
5-8-3818 United-Buckingham Freightlines

O-T-R The Union claims direct violation of agreed-upon dispatch rules.  
Dispute

Claim is for a one-way Spokane driver Floyd Lindstrom and a  
Seattle-Spokane-Seattle for Mike Cerjance.

Case #2040 (U).

JSC Motion: That the Union's position be upheld.

Deadlocked Washington JSC March 21, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
 5-8-3819 United-Buckingham Freightlines

O-T-R Company redispached Spokane driver from Seattle to Portland after  
 Dispute he had taken his rest in Seattle.

Union claims direct violation of agreed-upon dispatch rules.

Case #1969 (U).

JSC Motion: That the Company position be upheld.

Deadlocked Washington JSC March 21, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
5-8-3820 United-Buckingham Freight Lines

O-T-R Company violated agreed-upon dispatch rules by re-dispatching  
Dispute a Portland driver to Lewiston, Idaho after he had taken his rest  
in Seattle.

Case #1965 (U).

JSC Motion: That the claim of the Union be allowed.

Deadlocked Washington JSC February 19, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-8-3821

Local 741, Seattle, Washington, and  
United-Buckingham Freight Lines

O-T-R  
Dispute

Company violated agreed-upon dispatch rules when they sent  
Portland driver to Wenatchee after he had taken his rest in  
Seattle. This is another dispatch and constitutes another  
minimum pay for a driver. It must be considered a re-dispatch  
under the terms of the dispatch rules.

Case #1938 (U).

JSC Motion: That the claim of the Union be upheld.

Deadlocked Washington JSC February 19, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 839, Pasco, Washington, and  
5-8-3822 C. F. Bulk Commodities

Tanker Runaround for Ervin Janes for trip pulled by C. Wright on  
Dispute Tuesday, December 26, 1967.

Case #1991 (U).

JSC Motion: That under Article 53 a minimum days pay be  
awarded Janes.

Deadlocked Washington JSC February 20, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 839, Pasco, Washington, and  
5-8-3823 Consolidated Freightways (Bulk Commodities Division)

O-T-R Claiming \$5.00 for second night layover on one dispatch from  
Dispute Pasco for C. S. Smith and others.

Amended to "add the names of Dan Lowe, trip of November  
7, 1967, E. A. Janes, November 2, 1967, and C. A. Roberts,  
October 20, 1967.

Case #1893 (U).

JSC Motion: That the committee retain jurisdiction in Case  
#1893, and that the negotiation committee meet and develop  
language defining a roll and rest operation and to clarify and  
give examples of applications of Article 61, Section 7, Paragraph  
'B'. Motion Carried. (Date of action, January 17, 1968)

JSC Motion: That the claim of the Union be upheld.

Deadlocked Washington JSC March 20, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-8-3824

Local 839, Pasco, Washington, and  
Consolidated Freightways, Inc.

O-T-R  
Dispute

Pick-up and delivery driver, Bruce Doane was not called to work on 2/1/68, and sleeper team Giford and Bigelow checked in at local Consolidated Freightways terminal at 10:10 a.m., 2/1/68, and were dispatched to load at Andrews Cold Storage in Kennewick. The sleeper team performed pick-up and delivery work.

Case #2022 (U).

JSC Motion: That the claim of the Union be allowed.

Deadlocked Washington JSC March 20, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
5-8-3825 DC International

Automotive Lawrence D. Parker states: On November 16, 1967 I was ordered  
Dispute to hang hooks. This is a different classification.

Case #1.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 6, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
5-8-3826 DC International

Automotive Erasmio E. Guerra states: On Thursday, November 2, 1967 (day  
Dispute shift) a lube man was used to do steaming work, which is out of  
his classification. I am a bid steamer and should have been called  
in early, but was not called. I claim a 4 hour call in at time and  
one-half.

Case #4.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 6, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
5-8-3827 DC International

Automotive Erasma E. Guerra states: On November 8, 1967 there was steaming  
Dispute to be done. Two Trailers, #7115 and #7129, and the graveyard shift  
put an oiler to steam them. This is crossing classification. I,  
Erasmio Guerra was here to do the steaming, therefore, I feel I  
should be paid 4 hours.

Case #3.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 6, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
5-8-3828 DC International

O-T-R John A. Brame states: On November 10, 1967, the swing shift  
Dispute fueler (L. Parker) became sick and went home during his shift.  
H. Jefferson, a lubeman was sent to do the fueling for the balance  
of the shift. I am relief fueler and should have been called. I  
claim 4 hours pay at time and one-half for the work performed by  
a bid lubeman.

Case #2.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 6, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
5-8-3829 DC International, Inc.

O-T-R Alvin Wittig states: On December 21, 1967, 11:35 a.m. to 5:00 p.m. -  
Dispute 5 hours, 25 minutes. On December 27, 1967, 12:08 p.m. to 4:00 p.m.,  
3 hours, 52 minutes. On December 29, 1967, 1:10 p.m. to 5:30 pm,  
4 hours, 20 minutes. On January 2, 1968, 10:58 a.m. to 4:57 p.m.,  
5 hours, 57 minutes. On January 3, 1968, 11:17 a.m. to 4:30 p.m.,  
5 hours, 12 minutes. On January 4, 1968, 11:03 a.m. to 5:33 pm,  
6 hours, 30 minutes. On January 9, 1968, 12:16 p.m. to 5:30 p.m.,  
5 hours, 14 minutes. On January 10, 1968, 11:39 a.m. to 5:00 p.m.,  
5 hours, 21 minutes.

I claim a total of 41 hours and 50 minutes runaround by Carl Bees.

Case #56.

JSC Motion: None given.

Deadlocked Colorado-Wyoming February 7, 1968 .



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
5-8-3830 Navajo Freight Lines, Inc.

O-T-R C. W. Hale and L. W. Friesen state: We were dispatched to  
Dispute Phoenix via Pueblo and Albuquerque, New Mexico. We were given  
verbal instructions to check at the Albuquerque terminal for instructions  
on what route to take to Phoenix. When we arrived in Albuquerque  
we were turned back to Denver. Our contention is the Company knew  
the roads were blocked when we were dispatched.

Case #40.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC February 7, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
5-8-3831 Navajo Freight Lines, Inc.

O-T-R Robert H. Arnold and V. R. Davis state: We arrived in Chicago  
Dispute on our first dispatch at 1537 CST, March 4, 1968 and were sent to  
the hotel on layover until 1136 CST, March 5, 1968. While we were  
in the hotel, a Chicago team was dispatched to Oakland, California  
with Tractor #2266 and Trailer #5035 at 0130 March 5, 1968 CST  
over the North Route. Since the Denver drivers originally started  
this run, we feel we are entitled to this work before the Chicago  
power, especially since we were in Chicago on layover at the time  
of this occurrence, and should in the future be allowed to take the  
run instead of layover.

Case #24.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
5-8-3832 Navajo Freight Lines, Inc.

O-T-R T. E. Hatley and A. L. Grizzle state: Pulled trailer Leeway 1616  
Dispute from Amarillo, Texas to Albuquerque and were told to check in  
Albuquerque for instructions. This load was designated to Camp  
Parks, California. We had to drop this load and return to Denver.

Claim this trip on to Camp Parks was due us instead of returning  
to Denver.

Case #11.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 6, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
5-8-3833 Navajo Freight Lines, Inc.

Automotive A. L. Keith states: On January 18, 1968, Keith was sent to  
Dispute Cheyenne, Wyoming on a road call. He left Denver terminal at  
approximately 9:30 a.m. and returned to Denver terminal at  
approximately 2:30 p.m. He ate his lunch enroute in order to  
save time and the Company refused to pay him for the lunch  
half hour and also his coffee break time. It has been the Company  
policy to pay said time in the past when on a road call. Keith  
is claiming this time of 45 minutes at time and one-half.

Case #67.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 6, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
 5-8-3834 Navajo Freight Lines, Inc.

O-T-R Plush and Nelson state: On January 28, 1968, Kansas City team  
 Dispute Hagewood and Barnard pulled a trailer in from Albuquerque, arriving  
 11:27 p.m. Denver-Albuquerque runs have always been done by  
 Denver drivers. Kansas City drivers are to run only Kansas City  
 to Denver and return. Plush and Nelson had arrived Denver 12:34 a.m.,  
 January 27, 1968, and could have gone to Albuquerque and brought this  
 load to Denver.

We request pay in the amount of one round trip Denver to Albuquerque  
 and return, due to runaround (\$54.18).

Case #25.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 6, 1968.

Note: On the basis of the decision rendered on this case, the follow-  
 ing cases which were also deadlocked will be decided:

Case #50	-	M. L. Carter
Case #54	-	Bozaich and Wilson
Case #56	-	D. J. Biddle
Case #58	-	Stehle and Huffman
Case #60	-	Bailey and McAvain
Case #61	-	White and Cooper
Case #63	-	J. B. Dodd
Case #65	-	M. L. Carter
Case #69	-	Campbell and Speaks
Case #70	-	Folkers and Lehl
Case #71	-	Hale and Freisen
Case #72	-	Carter and Rudy
Case #73	-	Biddle and Pederson
Case #74	-	Elrod and Masters
Case #136	-	McManigal and Brown



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
 5-8-3835 Navajo Freight Lines, Inc.

O-T-R W. O. Warner and K. E. Timmons state: Trailer 1309 arrived  
 Dispute in Denver, February 12, 1968 from Amarillo, via Santa Fe railroad  
 piggyback operation, loaded with 13,929 pounds. L.T.L.

We have hauled the freight from Amarillo to Denver in the past. The  
 Company has never requested a Change of Operations to allow pigging  
 over this route. We could have pulled this load and claim one round  
 trip Denver to Amarillo - \$52.92.

Case #35.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 6, 1968.

Note: On the basis of the decision rendered on this case, the  
 following cases which were also deadlocked will be decided:

Case #49 - Hale and Freisen  
 Case #51 - Doug Biddle  
 Case #52 - Hale and Freisen  
 Case #55 - Paul Plym  
 Case #57 - J. C. Moore  
 Case #62 - Rudy and Carter



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
 5-8-3836 Navajo Freight Lines, Inc.

O-T-R Plush and Bode state: On February 12, 1968 tractor #4036 from Kansas  
 Dispute City, trailer #1448 came from Amarillo to Denver, arriving 4:50 a.m.  
 Navajo had bid runs from Denver to Amarillo and Denver to Albuquerque.  
 Since October, 1966 we have had a wheel slip seat operation to these  
 points, also Chicago, Oakland, Los Angeles, Phoenix, Manteca,  
 San Jose, Navajo is sending Kansas City sleeper teams to Denver  
 with loads that belong to Denver drivers. Company has never re-  
 requested Change of Operations to allow this, we had been in town  
 available for work since February 6, 1968.

Claim runaround pay in the amount of one round trip Denver to  
 Amarillo and return.

Case #40.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 6, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
5-8-3837 Navajo Freight Lines, Inc.

O-T-R Lewis W. Meyers and W. J. Dolezal state: Were dispatched Denver  
Dispute via Camp Parks, to Oakland to San Jose. We pulled trailer TIME #4814  
to Albuquerque, arriving at 9:02 p.m. February 15, 1968, picked up  
trailer #2057 to Denver. The load picked up at San Jose was a South  
Bend load. We many times pulled loads over the North Route to  
Chicago and other points. To send loads this way to South Bend is  
160 miles further than the North Route. We request pay for round  
trip Denver to Chicago, 2050 miles.

Case #46.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 6, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
5-8-3838 Risberg Truck Lines

Discharge Local 81 is protesting the discharge of Don Young by Risberg  
Truck Lines on March 19, 1968.

The Company contends that on August 2, 1967, March 14, 1968  
and March 18, 1967, Mr. Young was issued warning letters for  
failing to pick up merchandise signed for. On March 19, 1968,  
the same offense occurred and at that time he was discharged.

Case #1061.

JSC Motion: That the Union's position be upheld and the man  
be reinstated without back pay.

Deadlocked Oregon JSC April 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
5-8-3839 Hecht Fast Freight, Inc.

Discharge The Local Union protests the issuance of termination notice  
to Michael Emanuele.

Case #SC-4-(3)-8-541.

JSC Motion: That this case is timely and that Michael  
Enamuele is on medical leave of absence.

Deadlocked Southern California JSC April 5, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
5-8-3840 Los Angeles-Seattle Motor Express

Discharge The Local Union on behalf of Harry L. Owens protests termination  
of February 2, 1968 requesting that he be returned to work with  
his full seniority and compensated for all time lost.

Case #SC-3-8-552.

JSC Motion: That the discharge of Harry L. Owens be sustained.

Deadlocked Southern California JSC March 6, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 287, San Jose, California, and  
5-8-3841 Santa Clara Packing Company

Discharge Discharge - Gasper Pacheco.

Grievance filed January 15, 1968. Union protested filing on the grounds that the dishonest act was not against the Company. Grievant was discharged for shoplifting while on duty, at the Unimart in San Mateo.

Case #CB-2403.

JSC Motion: That the case was improperly before the committee.

Deadlocked California Bay JSC February 20, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
5-8-3842 DC International

Discharge Protest of termination of Clifford Ash. I hereby request to be  
returned to work with full seniority and pay for all time lost.

Case #SC-3-8-652.

JSC Motion: That Clifford L. Ash be returned to work with full  
seniority and compensated for all time lost.

Deadlocked Southern California JSC March 8, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 357, Los Angeles, California, and  
5-8-3843                    Santa Fe Trail Transportation

Discharge                  Complaint by Kovacs: "I am protesting my termination from Santa Fe Trail Transportation because on February 22nd, at about 12:30 a.m. I became sick. I informed the Supervisor and he asked if I would load two more flat cars. I loaded one and told the Supervisor that I could not continue that I was too sick - I punched out at 1:15 a.m. Thursday. I request to be reinstated with full seniority and paid all money due me."

Case #SC-3-8-688.

JSC Motion: That George W. Kovacs be returned to work with full seniority and compensated for all time lost.

Deadlocked Southern California JSC March 8, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 468, Oakland, California, and  
 5-8-3844 Willig Freight Lines

Discharge Discharge - Joseph W. Schott. Grievant discharged January 30/68 for recklessness. Involved in a rear end accident on Highway 99 at Madera. Driving in excess of 50 miles per hour according to the Highway Patrol report. The speed was unsafe for the conditions. The grievant hit a vehicle moving at 35 miles per hour and the four passengers were injured.

The Union's position was that there were no warning letters in effect and that there was no actual recklessness involved.

Case #CB-2418.

JSC Motion: That the discharge be sustained.

Deadlocked California Bay JSC February 20, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
5-8-3845 Silver Eagle Company

Discharge Union claims discharge is unjust because "employee followed  
orders of Ringsby Supervisor as to what trailers to return to  
Seattle with. This has been a practice to return with sets that  
were already hooked up rather than delay schedules by making  
up sets of boxes.

Case #2014 (U).

JSC Motion: That the discharge be upheld

Deadlocked Washington JSC February 19, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
 5-8-3845 Silver Eagle Company

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 orders of Ringsby Supervisor as to what trailers to return to  
 Seattle with. This has been a practice to return with sets that  
 were already hooked up rather than delay schedules by making  
 up sets of boxes.

Case #2014 (U).

JSC Motion: That the discharge be upheld

Deadlocked Washington JSC February 19, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 468, Oakland, California, and  
5-8-3844 Willig Freight Lines

Discharge Discharge - Joseph W. Schott. Grievant discharged January 30/68 for recklessness. Involved in a rear end accident on Highway 99 at Madera. Driving in excess of 50 miles per hour according to the Highway Patrol report. The speed was unsafe for the conditions. The grievant hit a vehicle moving at 35 miles per hour and the four passengers were injured.

The Union's position was that there were no warning letters in effect and that there was no actual recklessness involved.

Case #CB-2418.

JSC Motion: That the discharge be sustained.

Deadlocked California Bay JSC February 20, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
5-8-3846 Rio Grande Motor Way, Inc.

Discharge Charles Walton protesting discharge of February 8, 1968 as unjusti-  
fied and requesting to be reinstated and receive all back pay, and  
all seniority.

Case #26.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 6, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
8-7-3296 Garrett Freightlines, Inc.

Warning Teamster Local 741 protests the 67 warning letters written on  
Letters April 26, 1967, by Garrett Freightlines, received in Local 741's  
office on April 27, 1967, by registered mail.

Case #1696 (U).

JSC Motion: (1) Committee to hear 67 warning notices as one  
case with the provision that anyone with a valid excuse for not being  
present may request their case to be heard at the August session of  
the JSC. Motion Carried.

(2) Case be heard on its merits. Motion Deadlocked.

Washington JSC date of action - July 19, 1967.

JWAC Decision - August 17, 1967: That it be referred back to the  
Joint State Committee to determine whether the strike was authorized  
or not. Motion Carried.

Please be advised that at the Washington Joint State Committee  
meeting held on January 17, 1968, the following decision was  
rendered: "M/S/C the committee finds that the strike was not  
authorized and that this finding be sent to the Joint Western Area  
Committee for their disposition."

February, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
5-8-3847 DC International

Warning Paul Crespin protests warning letter of 2/8/68.  
Letter

Case #10.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
5-8-3848 DC International

Warning Lenard W. Harrison protests warning letter of February  
Letter 2, 1968.

Case #13.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 3, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
5-8-3849 DC International

Warning Rex Turner protests warning letter of January 31, 1968.  
Letter

Case #95.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 6, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
5-8-3850 DC International

Warning Stanley Mosberger protests warning letter of February 1, 1968.  
Letter

Case #96.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 6, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-8-3851

Local 81, Portland, Oregon, and  
Consolidated Freightways

Warning  
Letter

On February 15, 1968, sleeper team Downey and Pfaff arrived in Akron, Ohio. Upon arrival they were instructed to swap the present doubles for semi equipment with a departure time of 4:45 P.M. The drivers swapped equipment and found the equipment dirty, marker lights and turn signals not working, water low and the oil was five quarts low. The men were told to hostile their equipment to the repair shop; they called their Union representative regarding this and he told them to do as they were told and a case would be filed for hearing before the Joint State Committee .

The Union is asking that the warning letter to driver Pfaff for delay in schedules be lifted and the drivers not be required to hostile in the Company yard.

Case #1051.

JSC Motion: That the warning letter stand.

Deadlocked Oregon JSC March 4, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
5-8-3852 Associated Freight Lines

Warning Letter The Local Union protests the issuance of the questionable warning notice to Harry McAlpine, et al which was received as a telegram, for being engaged in an alleged 'work stoppage' on the date of January 29, 1968. The Local Union submits that this telegram, in fact, does not constitute a proper warning notice under the applicable provisions of the Freight Agreement.

This protest also stands as a like and similar protest on behalf of the additional members who are similarly involved, having received like and similar telegrams as McAlpine. The names of these additional members are: G. Peterson, F. Willette, T. Jackson, J. Taylor, E. Baedor, J. Carter, E. Blaue, J. Earl, M. Langley, R. Oliver, K. Goode, W. Hernandez, J. Shaw, R. Gillespie, B. Morrison, V. Garcia, R. Gible, C. Cockrell and B. Dean.

Case #SC-3-8-499.

JSC Motion: That the warning notice issued to Harry McAlpine, et al are properly before the committee and therefore should be heard on their merits.

Deadlocked Southern California JSC March 5, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
5-8-3853 Hills Transportation

Warning Local 208 on behalf of Robert Delaney protests issuance of  
Letter warning notice dated 12/7/67.

Case #SC-4-(1)-8-129 (JWAC #2-8-3655).

JSC Motion: That the warning notice issued to Robert  
Delaney be sustained.

Deadlocked Southern California JSC April 5, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
5-8-3854 Brothers Transportation

Warning Local 224 on behalf of Gerald C. Rohling protests the warning  
Letter letter dated 12-12-67 for "unnecessary delay of freight" issued  
to Rohling on 12-23-67 and wishes it withdrawn from his record.

Case #SC-2-(1)-8-188.

JSC Motion: That the warning notice issued to G.C. Rohling  
be withdrawn.

Deadlocked Southern California JSC January 31, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
5-8-3855 DC International, Inc.

Warning  
Letter

Protest of warning letter issued to Clifford Ash. "I was accused by Lou, (the Supervisor) of having some of the men on the dock to write letters about what they saw the night Jim Erickson was fired. I called him a liar and that he shouldn't run off at the mouth until he knows all the facts.

I was called into the office by Lou along with Duke Snyder, for a little talking to. I was called a trouble maker and instigator by Lou on the way to the office. I feel that any abusive language or action at this time is on the part of the Supervisor (Lou).

I also feel that I was provoked into this argument by being accused of writing, having the men sign and collecting the before mentioned letters. I received a warning letter on January 30, 1968 and brought it to work that night. Upon asking Lou what I said that was so abusive to him he said that he wasn't going to tell me, to get Redd Rascon and have a talk with him.

This is the second letter for the same thing in two weeks (one about the 19th) . I asked Duke Synder about the abusive language to him, and got this reply. Would you like to go into the office and talk about it again. To which I said, "that is a good idea, "then you can give me my third letter."

There is no Union Steward on the swing shift, so I had no Union member to hear what went on. I feel when a Supervisor uses profain language to any man under his supervision which both Duke and Lou does it should be stopped. I request this warning be removed from my record."

Case #SC-3-8-650.

JSC Motion: That the warning notice issued to Clifford L. Ash be sustained.

Deadlocked Southern California JSC March 8, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 483, Boise, Idaho, and  
5-8-3856 Garrett Freightlines, Inc.

Warning Protest of warning letter for Loren Turnipseed, a Boise line driver,  
Letter was issued a warning notice for driving his rig a considerable  
number of miles with the right rear wheel of the trailer locked so  
that the tires were worn right down to the rims.

It is the Union's position that the warning notice is too severe,  
and that under the circumstances, the driver was not at fault to  
notice the locked wheel.

It is the Company's position that the driver failed to properly check  
his equipment at his last stop enroute, and that the warning  
notice is justified.

Case #1162 (Feb. 68-1).

JSC Motion: That the warning notice be reduced to a letter of  
reprimand.

Deadlocked Utah-Idaho JSC February 21, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 911, Klamath Falls, Oregon, and  
5-8-3857 Trans-Western Express

Warning Protest warning letter of January 18, 1968 to Harley Newland.  
Letter

The Union contends that on January 14, 1968 the day the incident occurred at Portland, driver was dispatched to Oakridge and Mr. Harley out of Klamath Falls to Oakridge and turn. Mr. Harley checked his equipment and since there was no way freight he did not check the trailer numbers. When the driver got to Klamath Falls with his load he broke up the equipment and found a load of lumber, which had previously been pulled from Klamath Falls. He then called Mr. Yates and said that the wrong load had been pulled from Portland. He was told that it would be taken care of and to go to bed. The next day he talked to Mr. Yates and was told that from now on he was to check the equipment numbers, but they would take no action this time. Then a warning letter was issued to Mr. Newland from Portland.

Case # 1029.

JSC Motion: That the warning letter be upheld.

Deadlocked Oregon JSC February 5, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
5-8-3858 Rio Grande Motor Way, Inc.

Warning Burl Meers states: I formally protest warning letter of January  
Letter 18, 1968 for an accident of January 9, 1968 and wish it retracted.

Case #39.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 6, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-8-3859

Local 961, Denver, Colorado, and  
Rio Grande Motor Way, Inc.

Warning  
Letter

Max Goodwin is protesting warning letter of January 22, 1968  
and asking that it be retracted.

Case #33.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 6, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 235, Orange, California, and  
5-8-3860 Bud's Package Delivery

Suspension We are protesting the temporary suspension of Harold Louman beginning February 2, 1968 and request that with the doctor's certificates as presented to the Company that Mr. Louman be returned to work with full seniority and be compensated for all time lost.

Case #SC-3-8-432.

JSC Motion: That H. C. Louman be compensated from February 2, 1968 to February 20, 1968.

Deadlocked Southern California JSC March 4, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 85, San Francisco, California, and  
11-7-3379                  Santa Fe Trails

Joint                      Under piggy-back plan 4, the Company is unloading pigs at the pig  
Council #7                ramp in Oakland, then taking them to San Francisco with a Local 70  
Dispute                    driver and dropped at consignee and unloaded by Local 85 personnel.  
                              Union's position is that if a Local 70 driver stays with the trailer  
                              they have objection, but if the trailer is dropped at consignee a  
                              Local 85 man should be left with the trailer.

The Company's position is that these trailers are moved under the  
piggy-back plan 4.

Case # LD-3364.

Joint Council #7 Labor-Management Committee Motion: That  
since the Local Unions of Joint Council #7 have not negotiated a  
Plan 1-5, and if unlawfully under Article 25, then the Union should  
have the right to sit down with the Company and negotiate, and if  
not agreed on in 60 days, the Union shall have the right to take  
economic action.

Deadlocked Joint Council #7 Labor-Management Committee  
October 19, 1967.

November, 1967 JWAC Action: M/m/s/c/ that the committee retain  
jurisdiction until our next hearing and that our Chairman, Mr. Diviny,  
be instructed with any member of the Association or Associations to  
meet with our General Vice-President of the International and get a  
clarification of the plans on piggyback and where they are applicable  
with the Local Unions and particularly whether they are applicable  
to Joint Council #7.

February, 1968 JWAC Action:    Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 287, San Jose, California, and  
11-7-3410 Pacific Motor Trucking

Joint  
Council #7  
Dispute

Work jurisdiction. The Company is dropping trailers at the Payless Drug Stores for Van Load Sales. These trailers are left at the consignee for two-three or four days. The Union's position is that the Company may not drop trailers without local men in attendance.

The Company's position is that it is their historical practice to drop trailers at retail stores for van load sales during which the merchandise is sold from the van. This operation is permissible under revised Article 45, Section 2 (a) and 3, as unloading takes place over an extended period of time.

Cases No. LD-3372 - #3373 - #3374.

Joint Council #7 Labor-Management Committee Motion: That the claim of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
October 19, 1967.

November, 1967 JWAC Action: The Main Committee will hold jurisdiction on this and postpone it until the next meeting.

February, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 70, Oakland, California, and  
2-8-3562 Ringsby Truck Lines

Joint Council 7 The Company is trapping American President Lines vans at the  
Dispute consignee or shippers in Local 70 jurisdiction. The shipper or consignee  
is loading or unloading the freight.

The Union's position was that the driver should remain with the van.

The Company's position is that they are only paid by American President  
Lines for the pull and if any extra labor is performed the American  
President Lines is billed for it.

Case #LD-3472.

JSC Motion: That the claim of the Union be allowed.

Deadlocked Joint Council #7 Labor-Management Committee  
January 4, 1968.

February, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 85, San Francisco, California, and  
 2-8-3580 Detla Lines, Inc.

Joint Whether or not air freight picked up at the airport is, or is not,  
 Council 7 connecting carrier freight.  
 Dispute

Union's position was that the Company used a swing shift hostler to pick up freight at the airport and bring it to the terminal. The Union is asking for time and a half for the grievant's entire shift.

Company stipulates to facts but took the position that they were a party to the A.C.I. Tariff, that air freight is connecting carrier freight and that the grievant did not deliver the freight but did bring it back to the terminal for loading on outbound units.

Case #LD-3565.

Joint Council #7 Motion: That the claim of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
 January 18, 1968.

February, 1968 JWAC Action: M/m/s/c/ that the committee retain jurisdiction until Local 85 can bring proof that past practice in this area exists. If the rate in this matter is a through rate with division of revenue, the claim of the Union is denied; if two or more rates are applied as a combination of locals, the claim of the Union is allowed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 315, Martinez, California, and  
 2-8-3610 Delta Lines

Joint The Union protested the Company's using drivers from another Local  
 Council 7 jurisdiction to make pick-ups and deliveries in Local 315's area. They  
 Dispute asked for 8 hours pay for the top man in the Hiring Hall.

The Company stated that in each instance they had used Local 315  
 Lumpers.

Case #LD-3514.

JC #7 Motion: That the position of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
 January 4, 1968.

February, 1968 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 70, Oakland, California, and  
5-8-3861 March Transport

Joint On 12/8/67 William DeLima worked as a day driver. He punched  
Council #7 out at 6:00 p.m. and was told to come in at 11:00 p.m. that  
Dispute evening. He then worked until 7:30 a.m. the following morning.  
Union claiming five hours pay at time and one-half be paid to  
DeLima.

Union feels that Mr. DeLima should have been left on the clock  
from 6:00 p.m. to 11:00 p.m. at the time and one-half rate, but  
instead the Company brought him in at 11:00 p.m. to do the same  
work during the early morning hours that he had done during the  
day. Claims there was not an 8 hour break.

Case #LD-3587.

Joint Council #7 Motion: That the claim of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
February 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 70, Oakland, California, and  
 5-8-3862 Pacific Motor Trucking

Joint Out of town subsistence. Richard Porter was dispatched with a  
 Council #7 trailer to Louis Stores in Emeryville at 8:00 a.m. and he returned  
 Dispute to the terminal at 10:15 a.m. He was then dispatched to Pinole  
 at 11:00 a.m. and did not return until 1:30 a.m. the following day.

The Union's position is that the out-of-town subsistence starts at the  
 beginning of the shift.

The Company's position is that it did not start until 11:00 a.m.

Case #LD-3669.

Joint Council #7 Motion: That the claim of the Union be  
 allowed.

Deadlocked Joint Council #7 Labor-Management Committee  
 March 7, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 70, Oakland, California, and  
5-8-3863 Pacific Motor Trucking

Joint The Union claims mail runs to Oakland Army Base are being performed  
Council #7 by line drivers which is Local 70's jurisdiction.  
Dispute

Case #LD-3668.

Joint Council #7 Motion: That the case be referred to J.W.C.  
for jurisdictional interpretation. Motion Carried.

Joint Council #7 Labor-Management Committee date of action  
March 7, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 85, San Francisco, California, and  
5-8-3864 Pacific Motor Trucking

O-T-R Rufus Brown is filing for eight hours pay. On January 25, 1968, a  
Dispute bid short line driver between San Francisco and San Jose made two  
short line trips, or loops, to San Jose and back. He was then dis-  
patched from San Francisco to Sacramento and return.

It is the Union's position that the grievant, who was top man on the  
extra board, should have been called for the Sacramento run.

Case #CB-2424.

JSC Motion: That the grievant be paid eight hours.

Deadlocked California Bay JSC February 20, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case #  
5-8-3865

Local 85, San Francisco, California, and  
Pacific Motor Trucking

Joint  
Council #7  
Dispute

Non-Union personnel unloading P.M.T. trailers.

Union claims Company in violation of Article 45 by claiming rail  
substitute service 2 without having a rail spur track.

Employer claims that trailers move under rail piggy-back plan.

Joint Council #7 Motion: That the Local Unions of Joint Council 7  
have not negotiated plan one through five and if unlawful under Article  
25, for what the Union requests, then the Union should have the  
right to sit down with the Company and negotiate. If not agreed on  
in 60 days the Union shall have the right to take economic action.

Deadlocked Joint Council #7 Labor-Management Committee  
February 1, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 85, San Francisco, California, and  
 5-8-3866 Redbird Delivery Service

Joint The Union protested the Company's method of posting layoff  
 Council #7 notices.  
 Dispute

It was the Union's position that the wording of the layoff notice indicated a layoff in excess of one day and that it was the Company's responsibility to send the employees a telegram recalling them for work.

The Company's position was that the layoff in question was for only one day and that the Company was complying with the agreement.

Case #LD-3655.

Joint Council #7 Motion: That the claim of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
 March 7, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-8-3867

Local 85, San Francisco, California, and  
Santa Fe Trailways

Joint  
Council #7  
Dispute

A Local 70 driver took a set of doubles to San Francisco and dropped the back box at 350 Townsend. There was no place to drop the front box so he proceeded to the Santa Fe yard in San Francisco. He returned to 350 Townsend and unloaded the box he had dropped. He then took the empty box to the Santa Fe yard and picked up the other box and delivered it in South San Francisco.

It is the Union's position that this was Local 85's work and they were asking for a day's pay, in the name of Mulhern.

It was the Company's position that a Local 85 lumper was used.

Case #LD-3674.

Joint Council #7 Motion: That the claim of the Union be denied.

Deadlocked Joint Council #7 Labor-Management Committee  
March 7, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 287, San Jose, California, and  
 5-8-3868 Garden City Transportation

Joint Council #7 The Union claims that on 3-1-68, George Bradley performed  
 Dispute hostler work and was not paid the proper rate. Grievant is the  
 second man working at the piggy back ramp. He directs the  
 hostler in backing the trailer off the car, disengages the fifth  
 wheel and air hose.

Claiming proper rate of pay to be paid.

Case #LD-3692.

Joint Council #7 Motion: That the second man in the crew was  
 paid the proper rate of pay per Article 44 of the Agreement.

Deadlocked Joint Council #7 Labor-Management Committee  
 April 4, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 287, San Jose, California, and  
5-8-3869 Pacific Motor Trucking

Joint Council #7 Dispute The Company has agreed to let twelve men go on vacation at one time between April 1 and September 30. Since Labor Day and Memorial Day fall on Monday, the Company has "scratched" these two weeks since the men on vacation over these holidays are given an additional day off to compensate for the holidays.

It is the Union's position that the Company has no right to do this.

The Company's position is that if these weeks are not "scratched" the Company could conceivably have 24 men off on the Monday following the holiday.

Case #LD-3679.

Joint Council #7 Motion: That the claim of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
March 7, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-8-3870

Local 315, Martinez, California, and  
Sheedy Drayage

Joint  
Council #7  
Dispute

The Union claimed that on January 26, 1968, and January 29, 1968, Company drivers from Local 85 area came to Richmond and made pickups at Parr Terminal and then delivered the freight outside of Local 315's jurisdiction. The Union's position was that this was their work ninety percent of the time and that on the days in question the Company had five men on layoff. They are asking for a day's pay for the men involved.

The Company's position was that this was their normal procedure and relied on JWAC decisions in the Company's favor. The Company has a terminal in Richmond.

Cases No. LD-3616 and 3636.

Joint Council #7 Motion: That the Local 85 drivers were operating in the local drayage zone, the position of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee  
(no date of action given)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 890, Salinas, California, and  
5-8-3871 O. N. C. Motor Freight System

O-T-R Lamb is a Salinas based driver. On November 14, 1967 he was  
Dispute told that there was no work. On this date an Oakland based short  
line driver pulled freight out of Salinas. The Union filed for run-  
around.

The Company's position was that there is no bid short line out of  
Salinas and on the date in question the Oakland based driver  
dropped a load at Sunnyvale, proceeded to Salinas with Salinas  
freight and then brought the Oakland freight to Oakland.

Case #CB-2473.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC March 18-19, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 980, Santa Rosa, California, and  
5-8-3872 Associated Freight Lines

Joint On February 7, 1968, a customer called the Company for a pickup.  
Council #7 The regular route driver went in for the freight but it was not ready.  
Dispute He proceeded on his route. The Company sent a shortline driver in  
after hours at the shippers request to make this pickup.

The Union is claiming a day's pay plus one and one-half hours at  
the overtime rate for the senior man on layoff.

Case #LD-3682.

Joint Council #7 Motion: That the claim of the Union be denied.

Deadlocked Joint Council #7 Labor-Management Committee  
March 7, 1968.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 980, Santa Rose, California, and  
 5-8-3873 Willig Freight Lines

Joint The Union claimed that on January 27, 1968 the Terminal Manager  
 Council #7 and a customer loaded cases of eggs from the Company's dock  
 Dispute into the customer's truck and that Marty Hunt was not called for  
 work.

The Union is asking for four hours guarantee at double time for  
 Marty Hunt under Article 53, Section 2.

The Company's position was that it was the customer's freight and  
 that the Supervisor only unlocked the door of the terminal and  
 did not assist in the loading of the freight.

Case #LD-3709.

Joint Council #7 Motion: That the claim of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
 March 21, 1968.



AGENDA and ORDER OF BUSINESS

For The Meeting Of

UNION MEMBERS OF THE JOINT WESTERN AREA COMMITTEE

and

REPRESENTATIVES OF LOCAL UNIONS

MONDAY, MAY 6, 1968, at 10:00 A. M.

SAN FRANCISCO HILTON

TOYON SUITE

SAN FRANCISCO, CALIFORNIA

\* \* \* \*

1. Roll Call of Union members of Joint Western Area Committee.
2. Approval of Minutes of the February 12, 1968 meeting of Union members of Joint Western Area Committee and Local Union Representatives.
3. Identification of other representatives of Local Unions and visitors.
4. Naming of Main Committee and Sub-Committee panels.
5. Powers of Attorney approved by the division.
6. Standard Contract Participation approved by the division.
7. Other communications.
8. Reports and questions from JSC or JWAC Committee Members.
9. Discussion of cases on May JWAC Agenda.
10. ADJOURNMENT.



MINUTES OF MEETING  
JOINT WESTERN AREA COMMITTEE  
MAY 6-7-8-9-10, 1968  
SAN FRANCISCO HILTON HOTEL  
SAN FRANCISCO, CALIFORNIA

\* \* \* \* \*

The Joint Western Area Committee convened at 2:00 p.m., Monday, May 6, 1968 at the Hilton Hotel in a joint session of the Full Committee of both Employer and Union Representatives.

Under the rotating Chairmanship rule of the committee, the Employers named as Chairman of the Joint Committee, Mr. R. S. McIlvennan.

1. The Minutes of the previous meeting of the Joint Western Area Committee in the sessions of February 12-13-14-15-16, 1968 were approved as distributed with the following exceptions: PLEASE NOTE:

Change of Operations - #11-7-3310 - Disposition: Withdrawn without prejudice.  
Change of Operations - #11-7-3317 - Disposition: Withdrawn without prejudice.  
Change of Operations - #2-8-3704 - Disposition: Withdrawn without prejudice.

These cases were shown in the Minutes as being Withdrawn. Please correct your Minutes accordingly.

2. Discussion of cases filed after the deadline date.
3. The May, 1968 Agenda was approved as revised.
4. The previous committees remained the same with the following exception: Ira Maxwell was named as an Employer member of the Change of Operations Committee.
5. In the February, 1968 Meeting of the Joint Western Area Committee, the Rules of Procedure of the Southern California JSC were approved. These have been revised by the following changes:

In III, Section 1 (d), concerning filing of cases: "In determining the timeliness of the issuance and the protest to discharge notices, suspensions and warning notices, the postmark must be within ten days as provided for in the Agreement."

Also, in Section 5, a change reading as follows: "Postponed cases, as well as cases on which the committee has retained jurisdiction will appear on the Agenda the following month."

Then in Section IV, hearing of cases, it provides that "recorded tapes shall be maintained for three years."

And the last change is in No. 7: "The Employers shall proceed first on discharge, suspension and warning notice cases. In all others the Union shall go first."

6. The Full Committee adjourned at 3:55 p.m.



CHANGE OF OPERATIONS



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California  
5-5-1963

Change of Company involved: Watson-Wilson Transportation  
Operations

Clarification Local 180 protests the removal from the seniority roster the drivers who were placed on lay-off as a result of the operational change granted Watson-Wilson on July 24, 1965. It is our contention that the decision in this case was for a five year period for retention of seniority on layoff.

DECISION: (Change of Operations Committee - Transcript Page 105 - 5/8/68) M/m/s/c/ that in accordance with the interpretation of the National and Multi-Conference Grievance Committees dated March 21, 1968, those drivers still retaining seniority on June 1, 1967 during the remaining period of their two-year layoff are to have such layoff extended to a total of three years from the date of their layoff. Those employees whose two-year layoff period expired prior to June 1, 1967 are not covered by this clarification since their seniority terminated at the conclusion of their two-year layoff period.

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Case # United-Buckingham Freight Lines  
8-5-1967

Change of Locals involved: 483, Boise, Idaho  
Operations 741, Seattle, Washington

Clarification Local 741 demands United-Buckingham to cease and desist operating such runs as Boise-Yakima, Pasco-LaGrande-Seattle until the operations have been discussed with the affected Local Unions and authorization has been approved by the Change of Operations Sub-Committee of the Joint Western Area grievance procedure.

JSC Motion: This case is referred to the Change of Operations Committee of the JWAC for the purpose of clarifying whether the operations complained of are or are not in violation of the Change of Operations Case #8-5-1967. Motion Carried.

DISPOSITION: (Change of Operations Committee-Transcript Pg. 276 - 5/9/68) M/m/s/c/ that this case be Postponed to the next Agenda, with the request that Local 483 be given notice and an opportunity to appear.

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Case # Illinois - California Express  
5-7-2929

Change of Locals involved: 180, Los Angeles, California  
Operations 492, Albuquerque, New Mexico

Clarification Modification and clarification of Change of Operations in May, 1967 involving Locals 180 and 492.

DISPOSITION: Withdrawn.

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Asbury Transportation Company  
2-8-3498

Change of Locals involved: 87, Bakersfield, California  
Operations 224, Los Angeles, California

Asbury Transportation requests a Change of Operations on the run that presently originates in the home terminal in Los Angeles and terminates at Coalinga, California.

We wish to change this to have a home terminal origination at Coalinga on a turnaround operation into the Los Angeles terminal.

DISPOSITION: (Change of Operations Committee - Transcript Pg. 275 - 5/9/68)  
M/m/s/c/ that the case be withdrawn from the Agenda, without prejudice to re-filing at a later date should the Company desire to do so.

Case # Nehalem Valley Motor Freight, Inc.  
2-8-3508

Change of Locals involved: 81, Portland, Oregon  
Operations 58, Longview, Washington  
569, Astoria, Oregon

Clarification

Present Operations:

At the present time the Company operates a Portland-Astoria/Warrenton turn and an Astoria/Warrenton-Portland-Astoria turn and a Portland-Seaside-Portland turn.

Proposed Operations:

- (1) A Portland-Astoria/Warrenton-Portland-Astoria/Warrenton-Portland.
- (2) An Astoria/Warrenton-Portland-Astoria/Warrenton-Portland-Astoria/Warrenton.
- (3) A Portland-Rainier-Portland-Astoria/Warrenton-Portland.
- (4) A Portland-Astoria/Warrenton-Portland-Rainier-Portland.
- (5) An Astoria/Warrenton-Rainier-Astoria/Warrenton-Portland-Astoria/Warrenton.
- (6) An Astoria/Warrenton-Portland-Astoria/Warrenton-Rainier - Astoria/Warrenton.
- (7) A Portland-Longview/Kelso-Portland-Astoria/Warrenton-Portland.
- (8) A Portland-Astoria/Warrenton-Portland-Longview/Kelso-Portland.
- (9) A Portland-Clatskanie/Wauna-Portland-Astoria/Warrenton-Portland.
- (10) A Portland-Astoria-Warrenton-Portland-Clatskanie/Wauna-Portland.
- (11) An Astoria/Warrenton-Clatskanie/Wauna-Astoria/Warrenton - Portland-Astoria/Warrenton.
- (12) An Astoria/Warrenton-Portland-Astoria/Warrenton-Clatskanie/Wauna-Astoria/Warrenton.
- (13) Astoria/Warrenton-Portland-Longview/Kelso-Portland-Astoria/Warrenton.
- (14) Portland-Clatskanie/Wauna-Portland-Clatskanie/Wauna-Portland.
- (15) Portland-Clatskanie/Wauna-Portland-Longview/Kelso-Portland.
- (16) Portland-Longview/Kelso - Portland-Clatskanie/Wauna-Portland.
- (17) Portland-Seaside-Portland-Seaside-Portland.
- (18) All of the above combinations of turns in connection with a Portland-Seaside turn.

DECISION: (Change of Operations Committee-Transcript Pg. 279 - 5/9/68)  
M/m/s/c/ that the decision of this committee made in February, 1968 in Case #2-8-3508 be ratified and confirmed in all particulars. In answer to the question raised by Local 81, the men who bid the road jobs are working under the Western States Area O-T-R. Supplement and the other employees are working under the Western States Area P & D Local Cartage and Dock Workers Supplement as explained by the Company on the record.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # O.N.C. Motor Freight System  
2-8-3509

Change of  
Operations

Locals involved: 70, Oakland, California  
85, San Francisco, California  
137, Marysville, California  
150, Sacramento, California  
467, San Bernardino, California  
468, Oakland, California  
533, Sparks, Nevada  
911, Klamath Falls, Oregon  
962, Medford, Oregon

PRESENT OPERATION:

1. All freight moving to the North and East from both the Oakland and San Francisco terminals is combined at Oakland and is run out of Oakland by Oakland domiciled drivers.  
All freight moving into Oakland and San Francisco from terminals North and East of the Bay Area arrives at Oakland and is distributed from Oakland.
2. RUNS TO MEDFORD - We have 7 bid runs from Oakland to Medford running on a three and two trip per week basis.
3. RUNS TO AND FROM RENO - Four bid runs from Oakland to Reno running on a three trip per week basis.  
One turnaround run Reno-Sacramento - Reno normally running five trips per week.
4. RUNS TO REDDING - One bid run Oakland to Redding running on a three and two trip per week basis.
5. RUNS TO FLAMATH FALLS - One bid run Oakland to Klamath Falls running on a three and two trip per week basis.
6. RUNS TO FRESNO - One bid run Oakland to Fresno, known as the 29 Schedule, running on a three trip per week basis. This driver takes his rest in Fresno and makes pickups and drops of trailers at Sacramento and Modesto enroute.
7. RUN TO COLTON - One bid run Oakland to Colton with opposing labor which runs as two through trips and one meet and turn trip per week.

All the above runs operated only if and when sufficient freight was available.

PROPOSED OPERATION:

1. Change the procedure in handling of freight which originates at the Oakland and San Francisco terminals going North and East by originating line runs from both San Francisco and Oakland.

Freight inbound to San Francisco from the North and East will be routed into San Francisco and freight inbound to Oakland from the North and East will be routed into Oakland.

2. RUNS TO MEDFORD - We will redomicile four of the present 7 Oakland to Medford bid runs at San Francisco.
  - (a) Operate 4 bids, San Francisco to Medford, pulled by San Francisco domiciled drivers to run on a three and two trip per week basis, if and when sufficient freight is available.
  - (b) Operate 3 bids, Oakland to Medford, pulled by Oakland domiciled drivers to run on a three and two trip per week basis, if and when sufficient freight is available.

(Continued on Following Page)



# CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case #  
2-8-3509

O.N.C. Motor Freight System - (Continued)

Change of  
Operations

(c) The extra board at Medford will be maintained for operational necessity.

## 3. RUNS TO AND FROM RENO -

- (a) Operate one bid run, San Francisco to Reno, pulled by a San Francisco domiciled driver to run on a three and two trip per week basis if and when sufficient freight is available.
- (b) Operate one bid run Oakland to Reno to be pulled by an Oakland domiciled driver on a three and two trip per week basis, if and when sufficient freight is available.
- (c) No change in the Reno to Sacramento turn run.
- (d) Establish an approved operation to turn Reno from Sacramento on an irregular basis. Any such runs from Sacramento will run only after the Oakland and San Francisco Reno bid runs have been protected with the right to drop and pick at Sacramento, and the Reno/Sacramento turn run has been protected.

## 4. RUNS TO REDDING - Establish Redding turn runs to originate at both San Francisco and Oakland, normally running five trips per week, if and when sufficient freight is available.

- (a) All full schedules originating at either terminal will be pulled by drivers domiciled at the terminal where the freight originated.
- (b) If only one schedule is generated between San Francisco and Oakland, the San Francisco freight will be shuttled to Oakland and the trip will be dispatched out of Oakland.

## 5. RUNS TO KLAMATH FALLS -

- (a) Cancel the present run, Oakland to Klamath Falls.
- (b) Operate a turn run Klamath Falls to Redding, via Medford or direct in either direction, with the power unit and driver domiciled in Klamath Falls. This run to operate five days per week if and when sufficient freight is available.
- (c) One Oakland driver will be offered the opportunity to move to Klamath Falls in accordance with the provisions of the contract.

## 6. RUN TO FRESNO - Continue the present Oakland to Fresno bid, known as the 29 Schedule, running through Sacramento and/or Modesto on the outbound trip and continue to operate the same as is presently running on return trip, making drops and picks of trailers enroute. This run to run on a three and two trip per week basis if and when sufficient freight is available.

## 7. RUN TO COLTON - Cancel the present Oakland to Colton and Colton to Oakland bids, and run the Colton freight from San Francisco and Oakland as LTL general freight to Los Angeles where it will be stripped and reloaded to Colton.

## 8. REDDING NORTH - Operate a turn run Redding to Yreka and/or Medford and return normally running five trips per week on an if and when basis depending on the availability of freight.

## 9. This move will necessitate the domiciling of 20 line power units at San Francisco.

## 10. We will allow 20 of the Oakland drivers the opportunity to move to San Francisco.

(Continued on Following Page)



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # O.N.C. Motor Freight System (Continued)  
2-8-3509

Change of  
Operations

11. On the clean-up each night, for improved efficiency and service trailers with part loads will be shuttled across the Bay in either direction for a kill as freight dictates.

Also, single trailers at either terminal on the clean-up will be handled by an 85 man dropping and picking in Oakland and continuing on to destination or by a 468 man dropping and picking in San Francisco and continuing on to destination.

12. Extra boards will be maintained at Oakland and San Francisco.
13. All runs, except the Reno runs from Oakland and San Francisco, which will be operated as a result of this change of operation, will be paid under the provisions of the current Over-The-Road Supplemental Agreement, mileage and hourly rates of pay, in accordance with the agreement.

The Reno runs from Oakland and San Francisco will be paid in accordance with the current "Reno Hill Rider" agreement, which is supplemental to the Over-The-Road Agreement.

14. The effective date of this change will be as soon as possible after the approval date as it can effectively be made.

DECISION: (Change of Operations Committee-Transcript Pg. 148 - 2/14/68)  
M/m/s/c/ that the operational change be approved as amended and modified by the Company on the record with the following provisos: (1) As to paragraph numbered 6 of the proposal, the '29 Schedule' shall be operated as in the past, both outbound and inbound. (2) All of the line positions at San Francisco and Oakland be offered for bid on a seniority basis to the Oakland line board and the successful bidders shall retain full company line seniority for all purposes. (3) The one Klamath Falls-Redding turn be offered for bid on a seniority basis to the Oakland line board and the successful bidder shall go to Klamath Falls under the provisions of Article 5, Section 5 (e). (4) The change shall be placed into effect no earlier than March 1, 1968 and the bids shall be posted at least seven calendar days prior to the effective date.

DECISION: (Change of Operations Committee - Transcript Pg. 107 - 5/8/68)  
M/m/s/c/ that the decision of this committee made in February, 1968 in Case #2-8-3509 be ratified and confirmed in all particulars with the following clarifications: (1) The Company did not request and the decision did not authorize short line drivers out of Local 85 to pick up freight in Sunnyvale and Salinas to be worked at the San Francisco terminal for line haul north. (2) The decision did not authorize the Company to dispatch a Local 85 driver on a Redding turn with a beyond-Redding box and a Redding box and to dispatch a Local 468 driver on a Redding turn with a beyond-Redding box and a Redding box and then cancel an Oakland-Medford bid man. (3) The decision did not authorize the dispatch of a Local 224 driver out of Oakland to Los Angeles via Sacramento to drop Reno freight at Sacramento. (4) The decision did not authorize changes in the historic trans-Bay operation except to permit a Local 85 bid line driver to depart from San Francisco with one box to go to Oakland and pick up the second box and proceed on to his bid destination, and the reverse with Local 468 bid drivers.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # O. N. C. Motor Freight System  
2-8-3511

Change of Operations Locals involved: 70, Oakland, California  
85, San Francisco, California

Clarification PRESENT OPERATION:

1. We now are operating terminals at both Oakland and San Francisco, performing pick-up and delivery work at each.
2. Oakland terminal employees, members of Local 70, are performing regular pick-up and delivery work within the jurisdictional territory of Local 85.
3. Freight picked up by Local 70 members in Local 85 territory is returned to the Oakland barn where it is worked.

PROPOSED OPERATION:

1. Continue to operate both Oakland and San Francisco terminals.
2. Return all work presently being performed by Local 70 members in Local 85 territory to Local 85. This work will then be consolidated with the present San Francisco routes to form new routes, such new and consolidated routes to all be handled out of our San Francisco terminal.
3. Opportunity for Oakland employees affected by the change to work in San Francisco will be in accordance with the provisions of the current National Master Freight Agreement and the decision of the Change of Operations Committee.
4. Opportunity to transfer into Local 85 by Local 70 employees will be handled in the following manner, based on the availability of work:
  - (a) The Company will post a job opportunity bid sheet for interested employees to sign.
  - (b) The bid sheet will be posted for 7 days only.
  - (c) Awards will be made based on seniority & qualifications.
  - (d) Opportunity for consideration for transfer will not extend beyond the 7th day of the posted bid sheet. Only those employees who have signed the sheet will be given consideration.
  - (e) There will be no subsequent transfer opportunities offered.
5. The effective date of this change is to be March 4, 1968.

DECISION: (Change of Operations Committee - Transcript Pg. 113 - 2/14/68)  
M/m/s/c/ the operational change be approved with the following provisos: (1) The initial additional jobs in San Francisco shall be offered to the Oakland employees on a seniority basis and the successful bidders shall have their seniority in San Francisco under the provisions of Article 5, Section 5 (b) (2) of the National Master Freight Agreement. (2) For a period of three years after the effective date of the change, the Company shall offer jobs available in San Francisco to laid-off Oakland employees in seniority order and if they accept such employment they shall have their seniority at San Francisco under the provisions of Article 5, Section 5 (b) (2); one offer per employee shall satisfy this requirement. (3) This change shall be effective at such time as the Company's new San Francisco terminal is ready and the job openings shall be posted for bid not later than 7 days prior to that time. Motion Carried.

DECISION: (Change of Operations Committee - Transcript Pg. 301 - 5/9/68)  
M/m/s/c/ that the February, 1968 decision of this committee in Case #2-8-3511 be ratified and confirmed in all particulars with the following clarification: The use of casuals from the Local 85 hiring hall shall not constitute a violation of that decision; any casual who acquires seniority with the Company under the 13-day rule shall not constitute a violation of that decision, and any interim agreement arrived at by the Company and the two local Unions pending the issuance of this clarification shall not constitute a violation of that decision.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Pacific Intermountain Express  
2-8-3671

Change of Locals involved: 313, Tacoma, Washington  
Operations 378, Olympia, Washington

The Employer, Pacific Intermountain Express, stationed a piece of tanker equipment temporarily in the Olympia area. At this time business has changed to the extent that it is desired that this equipment and the man to operate the same be located permanently at the Olympia, Washington location, and the Company asks for an order of the Change of Operations Committee authorizing this. The reason that the three Unions are listed as being interested and have been consulted is that this equipment was originally moved from Seattle to Olympia and has been operated at various times by a member of Local 741 and a member of Local 313, coupled with the fact that it is now being moved into the jurisdiction of the Olympia Local 378. The Employer feels that this new operation should probably be bid and requests the advice and ruling of this committee as to how this should be bid, and whether it should be offered only to members of the Olympia Local, or perhaps to members of the Olympia Local, Tacoma Local, and the Seattle Local. The equipment is presently being operated by a member of Seattle Local.

DECISION: (Change of Operations Committee - Transcript Pg. 334 - 2/15/68)  
M/m/s/c/ that this case be remanded back to the parties and this committee retain jurisdiction.

DISPOSITION: Postponed.

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Case # California Motor Express  
5-8-3709

Change of Locals involved: 208, Los Angeles, California  
Operations 871, Pomona, California

We request permission to make the following changes in our operation:

- (1) To close all present operations in Ontario.
- (2) To serve the area from our Los Angeles terminal.
- (3) Offer employment to the three drivers at the Los Angeles terminal, if they desire to transfer to Los Angeles.
- (4) To protect the seniority of the three drivers involved as outlined on Page 21, National Master Freight Agreement, Closing of Branches (b)-(2). Attached is a list of the drivers involved showing their Company seniority.
- (5) If work available, to maintain the drivers now domiciled at Ontario on their present runs, operating from the Los Angeles terminal, until our next annual or general bid.
- (6) If work not available to constitute one or more runs into the area, the drivers not used for that area will be given work in the Los Angeles area in accordance with their terminal seniority.

DECISION: (Change of Operations Committee - Transcript Pg. 269 - 5/8/68)  
M/m/s/c/ that the Company's request for Change of Operations in Case #5-8-3709 be approved and the seniority of the three Ontario drivers who are to be moved to the Los Angeles terminal be determined in accordance with Article 5, Section 5 (b) (2) of the National Master Freight Agreement.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Consolidated Freightways  
5-8-3710

Change of Locals involved: 81, Portland, Oregon  
Operations 556, Walla Walla, Washington

PRESENT OPERATION:

Portland down the South bid man runs Portland to Walla Walla .  
Walla Walla man runs turnaround to Lewiston, Idaho.

PROPOSED OPERATION:

Cancel Walla Walla - Lewiston turn. Extend Portland-Walla Walla  
run to Lewiston with right to drop at intermediate points.

DECISION: (Change of Operations Committee - Transcript Pg. 18 - 5/7/68)  
M/m/s/c/ that the Company's application for Change of Operations in Case #5-8-3710  
be approved as clarified on the record; that the displaced Walla Walla-domiciled driver  
be offered employment at the Portland terminal on the Portland-Lewiston operation and  
his seniority be established under Article 5, Section 5 (e), and that this change be  
effected no earlier than June 1, 1968.

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Case # Consolidated Freightways  
5-8-3711

Change of Locals involved: 45, Great Falls, Montana  
Operations 190, Billings, Montana

The Company is presently running between Billings and Great  
Falls on a division basis. The Company proposes that this run  
be operated as a turnaround.

DECISION: (Change of Operations Committee - Transcript Pg. 52 - 5/7/68)  
M/m/s/c/ that the requested change in Case #5-8-3711 be approved as clarified on  
the record. This shall go into effect in 30 days.

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Case # Garrett Freightlines, Inc.  
5-8-3712

Change of Local involved: 483, Boise, Idaho  
Operations

Garrett Freightlines, Inc. requests approval of the Change of  
Operations Committee to eliminate a Boise-Twin Falls turnaround  
run.

DECISION: (Change of Operations Committee - Transcript Pg. 16 - 5/7/68)  
M/m/s/c/ that the Company's requested Change of Operations in Case #5-8-3712, the  
Agreed-To-Change, be approved as filed.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Garrett Freightlines, Inc.  
5-8-3713

Change of Operations Locals involved: 483, Boise, Idaho  
911, Klamath Falls, Oregon

Garrett Freightlines, Inc., requests approval of one long-line run per day, five days per week, from Boise, Idaho to Bend, Oregon; drivers to be domiciled at Boise.

We presently operate a short line run from Boise to Burns, Oregon, and shuttle the Bend freight from Burns to Bend on a pick-up truck. This operation would be eliminated.

DECISION: (Change of Operations Committee - Transcript Pg. 37 - 5/7/68)  
M/m/s/c/ that the company's proposal in Case #5-8-3713 be approved as clarified on the record and that the two newly-created long-line runs from Boise, Idaho to Bend, Oregon be offered for bid to the Boise long-line seniority board. It is the determination of this committee that under existing seniority rules and the existing short line rider driver Allen, who presently operates the short line run from Boise to Burns and return, doesn't have any bidding rights on the newly-created long line runs.

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Case # Garrett Freightlines, Inc.  
5-8-3714

Change of Operations Locals involved: 222, Salt Lake City, Utah  
983, Pocatello, Idaho

Garrett Freightlines, Inc. requests approval of the following operational change between Salt Lake City, Utah and Butte, Montana.

PROPOSED OPERATION:

- (1) Eliminate the Salt Lake City-Pocatello turnaround schedule.
- (2) Eliminate the Pocatello to Butte schedule.
- (3) Establish a Salt Lake City to Butte schedule, one schedule per day, five days per week. Drivers will be based in Salt LakeCity. Butte will be the lay point.

DECISION: (Change of Operations Committee - Transcript Pg. 30 - 5/7/68)  
M/m/s/c/ that in the Company's application for Change of Operations in Case #5-8-3714, the request be approved as clarified on the record; that the two drivers holding bid runs and domiciled at Pocatello be offered employment at Salt Lake City to work on the Salt Lake City to Butte operation and that their seniority be established in accordance with Article 5 Section 5 (e) of the National Master Freight Agreement; that should either of the two drivers involved fail to claim the offered employment at Salt Lake City, the remaining run then be offered for bid to Salt Lake-domiciled drivers and that this change be effected no earlier than June 15, 1968.



# CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Helphrey Motor Freight, Inc.  
5-8-3715

Change of Locals involved: 690, Spokane, Washington  
Operations 81, Portland, Oregon

Presently, we have three Spokane-Toppenish turn bids where we meet Portland-Toppenish turn drivers. It is our desire to change our operation as follows:

Discontinue our present Toppenish bids and in lieu thereof bid two Spokane-Umatilla turns and one Spokane-Yakima turn via Vernita Bridge; the last schedule out of Spokane to be the Yakima turn. These schedules are to operate Monday through Friday of each week.

DECISION: (Change of Operations Committee - Transcript Pg. 248 - 5/8/68)  
M/m/s/c/ that based on the Company's statement that the only change involved in this request is the actual physical change of the turn points, the request in Case #5-8-3715 be approved, to be effective no sooner than May 15th.

Case # Inter-City Auto Freight, Inc.  
5-8-3716

Change of Locals involved: 38, Everett, Washington  
Operations 411, Mount Vernon, Washington  
741, Seattle, Washington

The Company proposes a new one-man operation originating in Seattle and proceeding to Mount Vernon, Washington and Sedro Woolley, Washington, and from there to Concrete, Washington, which is an over-all mileage of approximately 190 miles. At times, possibly once or twice a week, it will be necessary to extend the run on to Newhalem, some 32 miles beyond Concrete, and the individual on this run would perform the pick-up and delivery work in the Sedro Woolley area, the Concrete area, and on the occasional trips on to Newhalem.

DECISION: (Change of Operations Committee - Transcript Pg. 174 - 5/8/68)  
M/m/s/c/ that the operational change requested by the Company be approved as clarified on the record. Ivan Daw will move to Seattle, will be offered the Seattle line job, and George Daw will be offered employment opportunity in Seattle under the provisions of Article 5, Section 5 (b) (2) of the National Master Freight Agreement, to be effective not sooner than June 1, 1968.

Case # Lynden Transfer, Inc.  
5-8-3717

Change of Locals involved: 231, Bellingham, Washington  
Operations 741, Seattle, Washington  
959, Anchorage, Alaska

Lynden Transfer requests this change of operation for an alternate route using the Alaska Marine Highway State Ferry Systems. The route presently is from Seattle-Lynden North to Dawson Creek, then via the Alaska Highway to either Fairbanks or Anchorage. The Change of Operation would be from Seattle to Prince Rupert, thence via the Alaska Marine Highway Systems ferry service to Haines, Alaska. From Haines, Alaska, to the Interior Alaska, Fairbanks-Anchorage area, via truck domiciled in Alaska.

DISPOSITION: Withdrawn.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Marrow Trucking Company  
5-8-3718

Change of Locals involved: 542, San Diego, California  
Operations 898, El Centro, California

During the week of March 22, 1968 all of our employees at Callexico and members of Local 898 resigned stating that they had employment elsewhere and gave us less than one weeks notice. Mr. Gibbins and Mr. Lawrence assured me that they did not approve of their members action, and both agreed that we would close the Callexico terminal since we had no employees as of April 1, 1968.

DECISION: (Change of Operations Committee - Transcript Pg. 13 - 5/7/68)  
M/m/s/c/ that the Change of Operations request in Case #5-8-3718 be approved as filed.

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# CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Milne Truck Lines, Inc.  
5-8-3719

Change of Operations Locals involved: 104, Phoenix, Arizona  
180, Los Angeles, California  
224, Los Angeles, California  
310, Tucson, Arizona  
631, Las Vegas, Nevada

## 1. Los Angeles - Tucson

### PRESENT OPERATION:

We presently operate one single man run between Los Angeles and Tucson with one schedule per day, five days per week. This schedule is pulled from Los Angeles to Yuma by Los Angeles domiciled drivers (2), and from Yuma to Tucson by Yuma domiciled drivers (2). Overflow is moved either by Los Angeles sleeper teams via Yuma, or by single man operation, Los Angeles to Phoenix, with Los Angeles extra board drivers, and Phoenix to Tucson with a Phoenix driver.

### PROPOSED OPERATION:

- (a) Eliminate the Los Angeles - Tucson sleeper operation. The six (6) displaced sleeper drivers will be offered employment opportunities at Los Angeles.
- (b) Eliminate the existing single man operation between Los Angeles and Tucson via Yuma, and establish three (3) bid single man runs per day, five (5) days per week, from Los Angeles via Yuma through to Tucson, lay and return, to be operated with Los Angeles domiciled drivers (6 men). The two displaced Yuma drivers will be offered the opportunity to move to Los Angeles and the Company suggests that their seniority be dovetailed on the Los Angeles line seniority lists.
- (c) Overflow freight will be moved out of Los Angeles either via Yuma or via Phoenix as the Company's operations may require.

## 2. Phoenix - Las Vegas

### PRESENT OPERATION:

The Company presently operate one single man run from Phoenix to Las Vegas, lay and return, driver domiciled at Phoenix (three round trips per week, subject to the availability of freight); and one (1) single man run from Las Vegas to Phoenix, lay and return, driver domiciled at Las Vegas (three round trips per week, subject to the availability of freight).

### PROPOSED OPERATION:

The Company proposes to redomicile the Las Vegas to Phoenix run with the driver to be domiciled at Phoenix. The Company will then operate one (1) run per night, six (6) nights per week (subject to the availability of freight) with both drivers to be domiciled at Phoenix. (Since the existing Las Vegas to Phoenix run is not presently filled and the Company has no other line drivers at Las Vegas, this proposal will not require relocating a Las Vegas driver).

DECISION: (Change of Operations Committee - Transcript Pg. 193 - 5/8/68)  
M/m/s/c/ that the operational change be approved as proposed by the Company; and since the two Local Unions involved have agreed to the principle of dovetailed seniority, the two Yuma drivers shall have their seniority dovetailed on the Los Angeles board on the basis of their full Company seniority, including service with the predecessor company. This change shall be made not sooner than June 1, 1968.



# CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Milne Truck Lines, Inc.  
5-8-3720

Change of Locals involved: 180, Los Angeles, California  
Operations 222, Salt Lake City, Utah  
224, Los Angeles, California  
467, San Bernardino, California  
631, Las Vegas, Nevada

## PRESENT OPERATION:

- (a) Three (3) bid single man runs per night, six (6) nights per week, from Salt Lake City, Utah to St. George, Utah, lay and return, operated by six (6) Salt Lake City domiciled drivers.
- (b) Two (2) regular single man runs per night, six (6) nights per week, from St. George, Utah, to Salt Lake City, Utah, lay and return, operated by a four man rotating board at St. George, known as the "A" Board.
- (c) Four (4) regular single man runs per night, six (6) nights per week, St. George, Utah, to Barstow, California, lay and return, operated by a nine (9) man rotating board at St. George, Utah, known as the "B" Board.
- (d) A three (3) man rotating board at St. George, Utah, known as the "C" Board, which pulls St. George - Las Vegas turn-arounds and extra St. George - Salt Lake City runs as freight requires.
- (e) A four (4) man extra board at St. George, Utah.

NOTE: All of the above referred to drivers are members of Local 222, Salt Lake City, Utah, and are on a common line seniority list.

- (f) Four (4) Barstow - Los Angeles - Barstow turnaround runs per day, six (6) days per week, operated by four (4) drivers domiciled at Barstow, California, members of Local 467.
- (g) Pursuant to agreement, the Los Angeles extra board (Local 224) is entitled to pull the fifth Utah destined load from Los Angeles six (6) nights per week as far as Las Vegas, and also the sixth (6th) Utah destined load five (5) nights per week as far as Las Vegas.
- (h) The overflow over and above the runs referred to above are operated by Los Angeles domiciled sleeper teams, (2 teams, (4 men).

## PROPOSED OPERATION:

- (1) Eliminate the Los Angeles to Salt Lake City sleeper operation. The four displaced sleeper drivers will be offered employment opportunities at Los Angeles.
- (2) Eliminate the Barstow - Los Angeles turnaround operation. The four displaced Barstow drivers will be offered employment opportunities at Los Angeles, and the Company suggests that their seniority be dovetailed on the Los Angeles line seniority list.

(Continued)



# CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Milne Truck Lines, Inc. (Continued)  
5-8-3720

Change of  
Operations

## PROPOSED OPERATION:

- (3) Bid one (1) additional run per night, six (6) nights per week, from Salt Lake City to St. George. (This will require two (2) additional men to be domiciled at Salt Lake City).
- (4) Bid one (1) St. George - Las Vegas - St. George turnaround, six (6) nights per week. (This will absorb one (1) man domiciled at St. George).
- (5) Bid two (2) single man runs per night, six (6) nights per week, from Los Angeles to St. George, lay and return, to be operated by Los Angeles domiciled drivers. (This will absorb four (4) Los Angeles domiciled men).
- (6) Eliminate the St. George-Barstow "B" Board operation as described in Paragraph (c) of the present operation shown above, and terminate all existing agreements insofar as such "B" Board is involved. In lieu thereof, bid four (4) single man runs per night, six (6) nights per week, from St. George to Los Angeles, lay and return, to be operated by St. George domiciled men. (This will absorb eight (8) men domiciled at St. George).
- (7) Eliminate the existing "C" Board at St. George, and terminate all existing agreements and understandings insofar as the "C" Board is concerned.
- (8) Maintain a rotating extra Board at St. George, Utah, the size of such board to be determined by the Company's operational needs from time to time.
- (9) Terminate the existing agreement requiring that the 5th and 6th Utah destined loads out of Los Angeles be pulled by the Los Angeles extra board as described in Paragraph (g) above.
- (10) Overflow freight to be handled as operating conditions require by extra boards at Salt Lake City, St. George, and Los Angeles.
- (11) The Company proposes to rebid all of the regular positions as established in the proposal set forth above so that all of the affected drivers may exercise their seniority (as determined by the Change of Operations Committee) on those positions.

DISPOSITION: (Change of Operations Committee - Transcript Pg. 241 - 5/8/68)  
The committee will retain jurisdiction until the August, 1968 JWAC.

JWAC Minutes  
May 6-7-8-9-10  
1968



# CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Nielsen Freight Lines  
5-8-3721

Change of Locals involved: 624, Novato, California  
Operations 684, Eureka, California

Nielsen Freight Lines is seeking permission to transfer certain office functions from its Eureka office to its General Office in Petaluma, California.

AGREED-TO-CHANGE.

DECISION: (Change of Operations Committee - Transcript Pg. 15 - 5/7/68)  
M/m/s/c/ that the Agreed-To-Change be approved as filed.

Case # Telfer Tank Lines, Inc.  
5-8-3722

Change of Locals involved: 150, Sacramento, California  
Operations 315, Martinez, California

As a result of the purchase of the assets of J. P. Breen, Inc. of Sacramento, the Company proposes to establish a master seniority list from a merger of the Breen (Sacramento) and Telfer (Martinez) seniority lists, irrespective of domicile, and dispatch to be governed by such.

DISPOSITION: Withdrawn.

Case # Transcon Lines  
5-8-3723

Change of Locals involved: 180, Los Angeles, California  
Operations 468, Oakland, California  
886, Oklahoma City, Oklahoma

Currently there is sufficient freight to justify the initiation of a limited sleeper operation out of San Francisco Bay to CG for CG and RH and Indianapolis for IP and as break bulk for Ohio (full loads moving direct to or from Ohio points) . Company records indicate 40 drivers will be required for this operation. It is therefore proposed that 40 Oklahoma City line drivers be given the opportunity to redomicile to San Leandro, California.

DECISION: (Change of Operations Committee - Transcript Pg. 59 - 5/7/68)  
M/m/s/c/ that the Company's application to establish a domicile at its Oakland (San Leandro) terminal for sleeper operations over its recently acquired short route authority over Interstate 80 between the San Francisco Bay Area and the following specified points: Detroit, St. Louis, Kansas City, New York, Philadelphia, Pittsburgh, Baltimore (for Chicago freight and Richmond freight) and Indianapolis (for Indianapolis freight and as a breakbulk point for Ohio) be approved as clarified on the record with the following provisos:

(1) The initial 40 sleeper positions at Oakland shall be offered for bid to the Oklahoma City-domiciled drivers in seniority order and the successful bidders shall carry their full company line seniority with them for all purposes. Should there be more than 40 Oklahoma City drivers submitting bids in this initial bid, then in that instance any additional jobs that may become available in Oakland shall be offered to the remaining unsuccessful Oklahoma City bidders in their seniority order. This same procedure shall be followed until the complete list of Oklahoma City drivers originally submitting bids in the initial change has been exhausted by each of such drivers having been afforded one opportunity to claim a position on the Oakland board. Any additional jobs that become available as a result of the initial change which are not filled in the above manner may be filled by new hires from the Bay Area, but such new hires shall be subject to the future dovetailing of seniority on the basis of full company line seniority in the event additional Oklahoma City drivers are moved to Oakland as hereinafter provided.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Transcon Lines (Continued)  
5-8-3723

Change of Operations Locals involved: 180, Los Angeles, California  
468, Oakland, California  
886, Oklahoma City, Oklahoma

(2) For a period of eighteen months from the effective date of this change, any additional positions on the Oakland board resulting from operations to any of the points specified above shall be offered for bid to the Oklahoma City drivers in accordance with the same procedure as set forth in Paragraph (1) above.

(3) Any Oklahoma City driver moving to Oakland may return to Oklahoma City under the thirty-day rule as clarified on the record, and the resulting vacancy shall be offered on a seniority basis to the unsuccessful Oklahoma City bidders on that bid. If such vacancy is not filled in this manner, it may be filled by a new hire from the Oakland area and such new hire shall be subject to the same dovetailing as is referred to in Paragraph (1) above.

(4) The initial change shall be made no earlier than June 15, 1968, and the last change involving any one of the points specified above shall be effected no later than September 15, 1968.

(5) The Company shall make such Health and Welfare contributions into the Central States, Southeast - Southwest Health and Welfare Fund and/or the Western Teamsters Welfare Trust as may be required to insure continuity of Health and Welfare coverage for the drivers being transferred.

(6) Any Oklahoma City drivers transferring to the Oakland board under this operational change shall receive eight cents per mile travel expenses.

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Case # Trans-Steel  
5-8-3724

Change of Operations Local involved: 150, Sacramento, California

This is to inform you that we have moved four of our power equipment to Las Vegas, Nevada, on a six months, sixteen hours a day job. We have done this because the work here is seasonal and very slow during this period.

DISPOSITION: Withdrawn.

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Case # Walkup's Merchants Express  
5-8-3725

Change of Operations Locals involved: 224, Los Angeles, California  
381, Santa Maria, California

Walkup's Merchants Express proposes the following Change:

- (1) Close the San Luis Obispo, California terminal.
- (2) Distribution of Walkup's Merchants Express freight in the area currently served by the San Luis Obispo terminal will be made by Solvang Freight Line, Solvang, California.
- (3) Walkup's Merchants Express has 3 employees on their San Luis Obispo seniority list, two of whom are currently on layoff. The Company would offer first opportunity on job opening in their system to these employees. In lieu thereof, Solvang Freight Line has agreed to hire one employee.
- (4) Road run operating between Los Angeles and San Luis Obispo would be re-bid to operate between Los Angeles and Solvang five nights per week.

DECISION: (Change of Operations Committee - Transcript Pg. 189 - 5/8/68)  
M/m/s/c/ based upon the following statement, the requested change was approved:

(Continued on following Page)



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Walkup's Merchants Express (Continued)  
5-8-3725

Change of Locals involved: 224, Los Angeles, California  
Operations 381, Santa Maria, California

"The Company and Local Unions are in agreement on this Change of Operation. However, at this point there is a contract dispute with the carrier to become our agent. We ask the committee to approve the change and allow the Company and the Local Unions to work out final arrangement of the change to their mutual satisfaction."  
This was signed on May 8, 1968 by James J. Mann, Walkup's Merchants Express; by J. L. Mery, Teamsters Local 381 and Weldon A. Wirt, Local 224.

Case # Western Gillette, Inc.  
5-8-3726

Change of Locals involved: 150, Sacramento, California  
Operations 439, Stockton, California

PROPOSED CHANGE:

- (1) Shut down the Sacramento terminal.
- (2) Merge the Stockton and Sacramento terminals into a new facility which is now under construction in Stockton.
- (3) We have a total of 12 employees in Sacramento, all of whom will be offered work opportunities in Stockton.
- (4) All Sacramento personnel who choose not to re-domicile in Stockton to be placed on layoff status in accordance with the existing Contract.
- (5) Request that the committee determine the seniority application of Sacramento employees re-domiciling in Stockton.
- (6) Request that bidding of positions in Stockton to be delayed for 30-60 days until the Company can determine a suitable operational procedure.
- (7) Request that the effective date of this Change, if granted, be upon completion of the construction of the new Stockton facility.

DECISION: (Change of Operations Committee - Transcript Pg. 2 - 5/7/68)  
M/m/s/c/ that the Company's request to close its Sacramento terminal be approved as clarified on the record; that the change be effected upon completion of the construction of the Company's new terminal at Stockton, but not later than November 10, 1968; that at the time of the implementation of this change all of the employees on the Stockton seniority list shall be recalled and then all of the employees on the Sacramento local terminal seniority list shall be offered employment at Stockton under the provisions of Article 5, Section 5 (b) (2) of the National Master Freight Agreement. One offer of employment shall satisfy this requirement, and thereafter Sacramento employees shall have no further claim to employment at Stockton. The line driver on layoff at the Sacramento terminal shall be offered first opportunity of regular line employment for a period of three years from January 1, 1968 at the Stockton terminal should the company establish regular line operations out of the Stockton terminal other than in the instance where a Change of Operations would be involved requiring the redomicile of other line drivers.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # United-Buckingham Freight Lines  
5-8-3727

Change of Operations Local involved: 690, Spokane, Washington

Clarification Violation of Article 6 of the National Master Freight Agreement and Article 41, Sections 1 and 2 of the Western States Area Over-The-Road Motor Freight Supplement. Also Agreed-Upon Dispatch and Bidding Rules for bid drivers on bid runs.

DISPOSITION: (Change of Operations Committee - Transcript Pg. 273 - 5/8/68)  
M/m/s/c/ that this case be referred to the Joint State Committee for disposition.

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Case # I. M. L. Freight, Inc.  
5-8-3894

Change of Operations Local involved: 631, Las Vegas, Nevada

The Company requests approval to close its terminal at Las Vegas, Nevada.

DECISION: (Change of Operations Committee - Transcript Pg. 43 - 5/8/68)  
M/m/s/c/ that the request for operational change in Case #5-8-3894 be approved as clarified on the record.

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Case # I. M. L. Freight, Inc.  
5-8-3895

Change of Operations Local involved: 307, Casper, Wyoming

The Company requests approval to close its terminal at Rawlins, Wyoming.

DECISION: (Change of Operations Committee - Transcript Pg. 48 - 5/8/68)  
M/m/s/c/ that the operational change request in Case #5-8-3895 be approved as clarified on the record.

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Case # I. M. L. Freight, Inc.  
5-8-3896

Change of Operations Local involved: 976, Ogden, Utah

The Company requests the right to close its terminal at Logan, Utah.

DECISION: (Change of Operations Committee - Transcript Pg. 183 - 5/8/68)  
M/m/s/c/ that the Company's application to close its Logan terminal be approved as clarified in the record. The displaced Logan employees shall be offered employment at Ogden and those accepting shall have their seniority dovetailed on the Ogden terminal seniority list. Any displaced Logan employee not absorbed at Ogden shall be given one offer of employment at Salt Lake City ahead of new hires, but shall carry his company seniority at Salt Lake City only for determining number of weeks of vacation.

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Sites Silver Wheel Freightlines  
5-8-3899

Change of Locals involved: 81, Portland, Oregon  
Operations 883, Hood River, Oregon

Company requests recognition of a Portland-Pendleton and a Pendleton-Portland turnaround run.

The proposed run will be utilized when and if freight is available and initially drivers will be based in Portland .

AGREED-TO-CHANGE.

DECISION: (Change of Operations Committee - Transcript Pg. 191 - 5/8/68)  
M/m/s/c/ to approve the change as filed.

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Case # Sites Silver Wheel Freightlines  
5-8-3900

Change of Locals involved: 81, Portland, Oregon  
Operations 324, Salem, Oregon  
883, Hood River, Oregon

Company requests recognition of a Hood River-Albany turnaround run via Portland and a Albany-Hood River turnaround run via Portland.

DISPOSITION: Withdrawn.

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Case # Pacific Express Transportation - Local 431 - Fresno  
5-8-3904

Change of The Company requests approval to close the terminal in Fresno  
Operations and move the local tractor to Sacramento.

AGREED-TO-CHANGE.

DECISION: (Change of Operations Committee - Transcript Pg. 317 - 5/9/68)  
M/m/s/c/ that the request be approved as filed.

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COMMITTEE FOR LOCAL OPERATIONS



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # 11-7-3334 Local 17, Denver, Colorado, and Eastern Express  
P & D Ronald Anderson, George Gilliatte, John Golembieski, Dale  
Dispute Jenkins, Jerry Lott, Don Tunender, filing for pay claim from June 12th to July 10, 1967 - 8-1/2 hours.  
DISPOSITION: Settled and Withdrawn.

---

Case # 11-7-3335 Local 17, Denver, Colorado, and Eastern Express  
P & D Arthur Keitez and Clyde Gillmore filing pay claim from  
Dispute June 12th to July 10, 1967.  
DISPOSITION: Settled and Withdrawn.

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Case # 2-8-3545 Local 334, Spokane, Washington, and Beardmore Heavy Hauling  
Office Ruth F. Stickney was called to work on several occasions  
Dispute and worked less than 40 hours during that week.  
DISPOSITION: Postponed.

---

Case # 2-8-3696 Local 208, Los Angeles, California, and Quick Service Transfer  
P & D I, Leslie Ritchie, and swamper jacked, cribbed and blocked a  
Dispute 30,000 press brake out of an 18 inch pit which the blade of the press reached into the machine and had to be jacked up 20 inches out of pit before skids could be placed under it. I contend that this is rigging and claim the difference in pay for 5 hours @ \$5.98 per hour, less \$3.84 per hour - a total amount due of \$10.70.  
DISPOSITION: Withdrawn.

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Case # 5-8-3728 Local 17, Denver, Colorado, and Navajo Freight Lines, Inc.  
P & D Donald Talbet filing pay claim for \$28.40.  
Dispute  
DECISION: (Committee for Local Operations - Transcript Pg.24 - 5/7/68)  
M/m/s/c/ that the claim of the Union be allowed.  
NOTE: Cases #5-8-3728 and #5-8-3729 were heard together and the same decision applies

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
5-8-3729 Navajo Freight Lines, Inc.

P & D Harvey L. Wren filing pay claim for \$28.40.  
Dispute

DECISION: The decision in Case #5-8-3728 applies.

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Case # Local 17, Denver, Colorado, and  
5-8-3730 Navajo Freight Lines, Inc.

P & D Larry Chiston filing pay claim in the amount of \$56.80.  
Dispute

DECISION: (Committee for Local Operations - Transcript Pg. 86 - 5/8/68)  
M/m/s/c/ that the claim of the Union be denied.

---

Case # Local 17, Denver, Colorado, and  
5-8-3731 Santa Fe Trail Transportation Co.

P & D Franke L. Green - seniority was violated December 12, 1967.  
Dispute Pay claim in the amount of \$61.56.

DECISION: (Committee for Local Operations - Transcript Pg. 46 - 5/7/68)  
M/m/s/c/ that the claim of the Union be upheld.

---

Case # Local 81, Portland, Oregon, and  
5-8-3732 Interstate Motor Lines

P & D The Union is asking the Company to continue paying the personaliz-  
Dispute ed rate of pay to Loren Ingram until bid time comes up again.  
The Union feels that even though the Company did hire two dock  
foremen to take Mr. Ingram's place, that until he has a chance  
to bid he should continue to receive the .25¢ an hour above the scale.

DECISION: (Committee for Local Operations - Transcript Pg. 155 - 5/8/68)  
M/m/s/c/ that the claim of the Union be denied.

---

Case # Local 81, Portland, Oregon, and  
5-8-3733 Nehalem Valley Motor Freight

P & D Local 81 is protesting the discontinuance by Nehalem Valley of  
Dispute Supervisory pay differential for Robert Crowston on January 10/68.  
The Company refused to hear this case on the basis of the 45 day  
time limit.

DECISION: (Committee for Local Operations - Transcript Pg. 150 - 5/8/68)  
M/m/s/c/ that the claim is untimely under Article 43, Section 1 (i) of the Agreement.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 150, Sacramento, California, and  
5-8-3734 Interlines Blankenship Motor Express

P & D Union claims men have six starting times by Contract. Men have  
Dispute regular status and are not casuals. Company has only five  
established starting times. Called regular employees in at other  
than regular established starting times and Company must pay  
from last established starting time or pay 1-1/2 until next regular  
established starting time.

DECISION: (Committee for Local Operations - Transcript Pg.100 - 5/8/68)  
M/m/s/c/ that based on the facts presented the claim of the Union be upheld.

---

Case # Local 186, Santa Barbara, California, and  
5-8-3735 California Motor Express

P & D Mr. Marjil Casso employed by California Motor Express in  
Dispute Santa Barbara is regularly using a diesel tractor for city pick-up  
and delivery. This equipment is used nightly in Highway operations.  
On behalf of Mr. Casso we are asking that he be paid heavy-duty  
pay in accordance with the Pick-UP & Delivery Agreement,  
Article 48, Section 9.

DECISION: (Committee for Local Operations - Transcript Pg.94 - 5/8/68)  
M/m/s/c/ that the claim of the Union be denied.

---

Case # Local 208, Los Angeles, California, and  
5-8-3736 Basin Truck Lines

P & D The Local Union asks that Richard Nebels be placed on the seniority  
Dispute list as of October 13, 1967.

DECISION: (Committee for Local Operations - Transcript Pg.212 - 5/9/68)  
M/m/s/c/ based on the particular facts in this case and upon the ruling in JWAC Case  
#2-8-3585, the claim of the Union be denied.

---

Case # Local 208, Los Angeles, California, and  
5-8-3737 Consolidated Freightways

P & D A. L. McMurtrey was placed on an improper layoff by the employer  
Dispute due to an alleged physical disability; said improper layoff existing  
during the period from and including December 26, 1967, to and  
including January 8, 1968.  
For and on behalf of McMurtrey, the Local Union claims all monies  
earned by the junior employee who worked in his stead during the  
period of this improper layoff.

DECISION: (Committee for Local Operations - Transcript Pg.191 - 5/9/68)  
M/m/s/c/ that the position of the Union be upheld.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
5-8-3738 DC International

P & D James Floyd having bid a 2:00 p.m. starting time on a heavy-duty  
Dispute position involving picking up freight at Harvey Aluminum Company  
in Torrance, and during the course of this bid Floyd was not per-  
mitted to complete his assignment in accordance with his bid, in  
respect to making said pick-ups at Harvey Aluminum.  
The Union requests that the Employer stand instructed to cease  
denying Floyd the right to complete his assigned bid as set forth  
herein, and, also that Floyd be compensated in the amount of  
monies which he would have earned had it not been for this violation  
on the part of the Employer.

DECISION: (Committee for Local Operations - Transcript Pg.171 - 5/9/68)  
M/m/s/c/ that this case is improperly before the committee.

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Case # Local 208, Los Angeles, California, and  
5-8-3739 Quick Service Transfer Company

P & D CASE #587: The Company on January 27, 1968, a premium day,  
Dispute worked a junior man (Sandoval) in Montelius' stead. Claim is for  
applicable premium day pay for one day.

CASE #588: The Company, on January 27, 1968, premium day,  
worked a junior man (Fouret) in John Feaser's stead. Claim is  
for a day's pay at the applicable premium day wage.

DECISION: (Committee for Local Operations - Transcript Pg.160 - 5/8/68)  
M/m/s/c/ that the claim of the Union be allowed.

---

Case # Local 208, Los Angeles, California, and  
5-8-3740 Transport Cartage & Distributing Co.

P & D On November 23, 1967, I was asked to report to work that evening at  
Dispute my regular starting time which is 10:00 pm. I worked until 11:41  
the following morning, November 24th, which was Thanksgiving  
and returned to work at 10:00 p.m. that evening. The 2 hours on  
the 23rd, from 10:00 p.m. until midnight should have been paid at  
the rate of time and one-half. The Company also erred in the  
computing of the rate of pay for the time from 10:00 p.m. to mid-  
night on the 24th of November. The rate of pay for these 2 hours  
therefore should be one and one-half times the double time as the  
Company has long contended that holidays begin and end at midnight.

DECISION: (Committee for Local Operations - Transcript Pg.137 - 5/8/68)  
M/m/s/and Deadlocked that in the case of John Butler the two hours worked on the  
evening of November 22nd are in excess of the 32-hour guarantee and should be paid at  
time and one-half his rate of pay and that the two hours worked on the evening of November  
23rd, which were paid at the double-time rate, are in excess of eight in twenty-four  
hours worked on a holiday and should be paid at two times time and one-half and that  
the same principle will apply to Ivan Frankel.

NOTE: See Main Committee for final disposition.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 223, Portland, Oregon, and  
5-8-3741 Silver Eagle Co.

Office Shift differential has been part of contract prior to entering into  
Dispute area wide contract. Was cleared with Western Committee in  
1961 - MS-#55. The Union considers this provision part of  
present agreement.

DECISION: (Committee for Local Operations - Transcript Pg.122 - 5/8/68)  
M/m/s/c/ that the Company be instructed to abide by MS-55 and any money claims to  
date be denied.

---

Case # Local 357, Los Angeles, California, and  
5-8-3742 Associated Freight Lines

P & D We protest Company rules as issued in employment application  
Dispute and its conditions under Article 54, N.M.F.A. and W.S.A.  
Pick-Up and Delivery Agreement.

DECISION: (Committee for Local Operations - Transcript Pg.34 - 5/7/68)  
M/m/s/c/ that the issue presented in Case #5-8-3742 be referred back for hearing by  
the Southern California Joint State Committee on its merits.

---

Case # Local 357, Los Angeles, California, and  
5-8-3743 Pacific Motor Trucking

P & D For and on behalf of: A. D. Herrera. I am a bid piggy packer  
Dispute helper. On January 9, 1968, P.M.T. Foreman Hannagen by-  
passed me and asked two junior men to work premium pay. The  
two junior men were D. Loera and R. Pinon, Jr. Those men  
worked 3-1/2 hours of premium pay. My seniority rights were  
violated, therefore, I claim all monies due me. I claim \$23.45.

DECISION: (Committee for Local Operations - Transcript Pg.56 - 5/7/68)  
M/m/s/c/ that the Union's position be upheld.

NOTE: Cases #5-8-3743 and #5-8-3744 were heard together and the same decision applies.

---

Case # Local 357, Los Angeles, California, and  
5-8-3744 Pacific Motor Trucking

P & D Claim in behalf of Norman Neal for overtime worked by a  
Dispute junior man on January 16, 17, 18, 1968.

DECISION: The decision in Case #5-8-3743 applies.

---

Case # Local 357, Los Angeles, California, and  
5-8-3745 Pacific Motor Trucking

P & D Money claim in behalf of J. Tambarelli and J. Romero. Local  
Dispute 357 is claiming a day's pay for the two senior men laid off and  
non-Union people were worked in their stead.

DISPOSITION: Settled and Withdrawn.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # 5-8-3746 Local 357, Los Angeles, California, and Santa Fe Transportation Company

P & D Dispute Claim of William C. Mellor, Jr. for time worked by junior men on the following dates: December 5, and 7th, January 3, 4, 8, 9, 1968.

DECISION: (Committee for Local Operations - Transcript Pg.39 - 5/7/68)  
M/m/s/and Deadlocked that the claim of the Union be upheld.

NOTE: See Main Committee for final disposition.

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Case # 5-8-3747 Local 357, Los Angeles, California, and T.I.M.E. Freight Lines

P & D Dispute For and on behalf of Raymond C. Pelton: "After being disabled from an injury sustained on the job on July 18, 1966, I was released by the doctor appointed by the Company Insurance Carrier to return to work because the Industrial Clinic would not release me until they reviewed my medical records. I want to claim all monies due me since time lost, February 19, 1968."

DISPOSITION: Postponed.

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Case # 5-8-3748 Local 357, Los Angeles, California, and Transcon Lines

Office Dispute For and on behalf of Marie E. Morgan, Donald Sparks, and Donald L. Kring. At this writing our starting time is 10:00 p.m., however, with this starting time it constitutes a Tuesday through Saturday shift instead of a Monday through Friday. Therefore, we feel we are entitled to time and one-half after 12:01 a.m., November 4, 11, 18, and 25th, and December 2, 9, and 16th. Total amount of claim \$70.98 for Marie E. Morgan; \$70.98 for Sparks, and \$64.26 for Kring.

DECISION: (Committee for Local Operations - Transcript Pg.69 - 5/7/68)  
M/m/s/c/ that the claim of the Union be allowed.

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Case # 5-8-3749 Local 357, Los Angeles, California, and Transcon Lines

P & D Dispute CASE #254: For and on behalf of Henry Dickerson. I have worked for Transcon Lines 14 days in September and 21 days in October, 1967. By the rules of the Union Contract, I should be a regular employee of the Company, but am not and I wish to know why.

CASE #255: For and on behalf of Wilbert Harris: I am requesting an investigation as to why Transcon Lines refuses to hire me steady.

DECISION: (Committee for Local Operations - Transcript Pg.74 - 5/8/68)  
M/m/s/c/ that the claim is untimely filed under Article 43; Section 1 (i) of the Agreement.



# DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
5-8-3750 Transport Cartage & Distributing Company

P & D For and on behalf of C. Lauricella: Since being transferred from  
Dispute Universal Carloading dock to TCD, I was reduced .20¢ per hour  
from \$3.91 to \$3.71 which I have been receiving for six years.  
I am asking for .20¢ per hour for my personalized rate of pay  
of \$3.91 per hour - all monies due me until this grievance is  
resolved.

DECISION: (Committee for Local Operations - Transcript Pg.77 - 5/8/68)  
M/m/s/c/ that the claim of C. Lauricella be denied in Case #5-8-3750 and that the  
claim of Edward Landis in Case #5-8-3751 be allowed.

NOTE: Cases #5-8-3750 and #5-8-3751 were heard together.

Case # Local 357, Los Angeles, California, and  
5-8-3751 Transport Cartage & Distributing Company

P & D For and on behalf of Edward Landis: "Since being transferred from  
Dispute Universal Carloading Dock to TCD, #1, dock, I was reduced .20¢  
per hour from \$3.91 to \$3.71 which I have been receiving for five  
years. For the last 5 or 6 years my bid classification has been  
and still is loader-checker. I request my personalized rate of pay  
be restored to me and all money lost due to reduction in pay."

DECISION: (Committee for Local Operations - Transcript Pg.77 - 5/8/68)  
M/m/s/c/ that the claim of C. Lauricella be denied in Case #5-8-3750 and that the  
claim of Edward Landis in Case #5-8-3751 be allowed.

NOTE: Cases #5-8-3750 and #5-8-3751 were heard together.

Case # Local 542, San Diego, California, and  
5-8-3752 Walkup's Merchants Express

P & D On November 7, 1967, Humberto Amador was put on layoff status.  
Dispute Since that time Merchants changed their terminals to C.M.E.'s  
dock. C.M.E. has been delivering some of Merchants freight  
and using C.M.E. people to check the freight from Merchants  
trailers. Also, line drivers are delivering in San Diego while  
Amador is on layoff. We are requesting the Company return this  
man to work with full seniority and compensate him for all lost time.

DECISION: (Committee for Local Operations - Transcript Pg.14 - 5/7/68)  
M/m/s/c/ that if it can be shown that Walkup's Merchants Express is turning freight  
to the other carriers within the San Diego area then the employee in question shall be  
given an opportunity to perform such work and the money claim of the Union is denied.

Case # Local 690, Spokane, Washington, and  
5-8-3753 Northern Pacific Transport Co.

P & D The Company at Spokane dispatches one employee to Coeur d'Alene,  
Dispute Idaho, and Pullman, Washington. The employee has to unload  
automobiles off the railhead from tri-level cars, using a portable  
hoist. Local 690's position is there shall be two men on duty for  
this type of tri-level, piggyback unloading.

DECISION: (Committee for Local Operations - Transcript Pg.109 - 5/8/68)  
M/m/s/c/ that the claim of the Union be allowed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 692, Long Beach, California, and  
5-8-3754 City Transfer

P & D On December 2, 1967, which was a Saturday, a man by the name  
Dispute of Anderson who is junior in seniority to Lyle Hickcox, who was below him on the rotating board for weekend work was worked. Mr. Hickcox remained at home. We therefore ask for 8 hours at one and one-half times the hourly rate of pay for Mr. Hickcox.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 692, Long Beach, California, and  
5-8-3755 City Transfer

P & D On December 6, 1967, Max Gerlach started at 6:00 a.m. and  
Dispute finished at 5:15 p.m. and Norman Sybert, who is senior to Gerlach, started at 7:30 in the morning and worked until 4:45. We are asking for the two hour difference for Mr. Sybert.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 692, Long Beach, California, and  
5-8-3756 Owl Constructors

Office Local 692 takes the position that the seniority of our member,  
Dispute Dixie Keller was violated on December 6, 1967 when she was removed from a job in the Purchasing Department that she had held for approximately 2-1/2 years. A non-unit employee was placed in this position. We ask that Owl Truck be instructed to replace Miss Keller in this position or that it be placed for bid.

DECISION: (Committee for Local Operations - Transcript Pg. 134 - 5/8/68)  
M/m/s/c/ that this case be referred back to the Joint State Committee to be heard on its merits.

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Case # Local 898, El Centro, California, and  
5-8-3757 Imperial Truck Lines

P & D Mr. Magness contends that Mr. McBride is not entitled to these  
Dispute monies, that he is not a working Foreman, although for the past three years Mr. McBride has received the working Foreman's rate of pay. Monies due A. I. McBride: The amount of \$116.66 is due on regular straight time pay based on \$3.94 per hour and \$27.67 is due on overtime rate of pay based on \$5.91 per hour, making a total of \$144.33 due to Mr. McBride as of the past pay period of January 27, 1968.

DISPOSITION: Postponed.

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# REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

\* \* \* \* \*

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|--------------------|-------|---|
| Case #<br>5-8-3758 | L-622 | <u>MARY L. BAKER</u> , member of Local 357, Los Angeles, California. Employee of California Motor Express, Ltd. Request is for a period of 90 days, effective February 5, 1968, for the purpose of Personnel Director, the duties of which are not covered by Western States Area Master Freight Agreement.   |
|                    | L-623 | <u>FRANK V. BROWN</u> , member of Local 235, Orange, California. Employee of Consolidated Freightways, Clark-Inland Cartage Division. Request is for a period of 90 days, effective December 30, 1967, for the purpose of change of classification to Dock Foreman.   |
|                    | L-624 | <u>R. LYNN COLE</u> , member of Local 357, Los Angeles, Calif. Employee of Transcon Lines. Request is for a period of 90 days, effective March 11, 1968, for the purpose of accepting a salaried position with Transcon.  |
|                    | L-625 | <u>HUGH P. FITZGERALD</u> , member of Local 672, Bremerton, Washington. Employee of Black Ball Freight Service. Request is for a period of 90 days, effective March 1, 1968, for the purpose of Dispatching.  |
|                    | L-626 | <u>DONALD R. NEELY</u> , member of Local 208, Los Angeles, California. Employee of I. C. X. - J. Christenson Co. Request is for a period of 90 days, effective March 4, 1968, for the purpose of assisting Dispatcher until replacement is available.<br>NOTE: A 30 day Leave was granted at the November, 1967 JWAC Meeting - Case #11-7-3358 - L-592, commencing October 23, 1967. Also, 20 day Leave was granted at the August, 1967 JWAC Meeting - Case #8-7-3147 - L-569, commencing July 17, 1967. Also, 30 day Leave was granted at the February, 1967 JWAC Meeting - Case #2-7-2800 - L-524, commencing December 1, 1966. |
|                    | L-627 | <u>BRUCE L. ROSE</u> , member of Local 357, Los Angeles, Calif. Employee of Western Carloading Company. Request is for a period of 90 days, effective March 18, 1968, for the purpose of accepting position of Business Agent in Local 357.   |
|                    | L-628 | <u>THOMAS B. TUNNEY</u> , member of Local 208, Los Angeles, California. Employee of Willig Freight Lines. Request is for a period of 90 days, effective February 19, 1968, for the purpose of accepting position of Driver Supervisor with Company.   |
|                    | L-629 | <u>MELVIN W. SCHAUF</u> , member of Local 208, Los Angeles, California. Employee of Superior Fast Drayage d/b/a/ Superior Express. Request is for a period of 90 days, effective March 14, 1968, for the purpose of trial front Dock Supervisor.  |
|                    | L-630 | <u>WILLIAM D. OROZCO</u> , member of Local 492, Albuquerque, New Mexico. Employee of I. C. X. Request is for a period of 90 days, effective March 4, 1968, for the purpose of working for the Union.  |

(Continued)



# REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

\* \* \* \* \*

Case # 5-8-3758	L-631	JOE CUCCIA, member of Local 235, Orange, California. Employee of Moore Business Forms, Inc. Request is for a period of 90 days, effective March 25, 1968, for the purpose of assuming dispatching duties for Moore Business Forms, Los Angeles Distribution Center.
	L-632	PERCY S. COLSON, member of Local 224, Los Angeles, California. Employee of Post Transportation Company. Request is for a period of 90 days, effective March 18, 1968, for the purpose of accepting non-covered position with the Company. NOTE: A 50 day Leave of Absence was granted at the November, 1967 JWAC Meeting - Case #11-7-3358 - L-586, commencing September 12, 1967.
	L-633	STANLEY TURSKI, member of Local 357, Los Angeles, California. Employee of March Transport Company. Request is for a period of 90 days, effective April 1, 1968, for the purpose of going on salary as Dispatcher.
	L-634	ARTURO MARTINEZ, member of Local 357, Los Angeles, California. Employee of System 99. Request is for a period of 90 days, effective April 1, 1968, for the purpose of Dock Foreman at this terminal.
	L-635	KENNETH TOOTHMAN, member of Local 208, Los Angeles, California. Employee of Valley Express Co. Request is for a period of 22 days, effective March 11, 1968, for the purpose of working as Dock Foreman.
	L-636	LOUIS J. SMEYKAL, member of Local 224, Los Angeles, California. Employee of Consolidated Copperstate Lines. Request is for a period of 30 days, effective February 20/68, for the purpose of Supervision.
	L-637	ARTHUR M. McCAHAN, member of Local 208, Los Angeles, California. Employee of Pacific Motor Trucking. Request is for a period of 90 days, effective April 1, 1968, for the purpose of Supervisory work.
	L-638	DOMINICK L. ARMOCIDO, member of Local 208, Los Angeles, California. Employee of Valley Copperstate, Valley Express Co. Division. Request is for a period of 90 days, effective April 1, 1968 for the purpose of working for Company in capacity of Dock Supervisor.
	L-639	WARREN LEASH, member of Local 81, Portland, Oregon, Employee of Consolidated Freightways. Request is for a period of 90 days, effective February 4, 1968, for the purpose of taking Supervisory position with Consolidated Freightways.
	L-640	EARL L. MARSHALL, member of Local 222, Salt Lake City, Utah. Employee of Pacific Intermountain Express. Request is for a period of 90 days, effective April 1, 1968, for personal reasons.

(Continued)



# REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

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Case # 5-8-3758	L-641	<u>EMMETT WYATT</u> , member of Local 17, Denver, Colorado. Employee of Rio Grande Motor Way, Inc. Request is for a period of 90 days, effective April 16, 1968, for the purpose of Trainee as Dock Foreman.
Late Filings	L-642	<u>DeFOREST E. COREY</u> , member of Local 492, Albuquerque, New Mexico. Employee of Navajo Freight Lines, Inc. Request is for a period of 90 days, effective April 8, 1968, for the purpose of taking care of wife.
	L-643	<u>FLOYD R. HENEGER</u> , member of Local 961, Denver, Colorado. Employee of Scott Truck Lines, Inc. Request is for a period of 90 days, effective April 3, 1968, for the purpose of working as Shop Supervisor.
	L-644	<u>DAVID ORTEGA</u> , member of Local 357, Los Angeles, California. Employee of Consolidated Copperstate Lines. Request is for a period of 90 days, effective April 23/68, for the purpose of trainee for Billing Department Supervisor.
	L-645	<u>ROGER UNDERHILL</u> , member of Local 468, Oakland, California. Employee of Pacific Motor Trucking Company. Request is for a period of 60 days, effective April 8, 1968, for the purpose of accepting a non-covered position.
	L-646	<u>JOSEPH P. FALCETTI</u> , member of Local 208, Los Angeles, California. Employee of Transcon Lines. Request is for a period of 90 days, effective April 22, 1968, for the purpose of accepting a position not covered by the Agreement.
	L-647	<u>JOSEPH C. LUCE</u> , member of Local 357, Los Angeles, Calif. Employee of States Warehouses, Inc. Request is for a period of 90 days, effective April 22, 1968, for the purpose of becoming part of the Management group of States Warehouses, Inc.

## DECISIONS:

(Sub-Committee - Transcript Pg. 219 through 246)  
The above Leaves of Absence were approved with the following exceptions:

L-626	<u>DONALD R. NEELY</u> : (Transcript Page 223 - 5/10/68) Request Denied. Mr. Neely to be notified on May 13, 1968 he is to return to his bargaining unit work by May 20, 1968 or forfeit all his seniority rights.
L-632	<u>PERCY S. COLSON</u> : (Transcript Pg. 230 - 5/10/68) M/m/s/c/ Mr. Colson is entitled to 40 days additional leave of absence and that the request for 50 further days is denied; therefore, he is to be notified on May 13, 1968 that he must return to his bargaining unit work by May 20, 1968 or forfeit all his seniority rights.
L-635	<u>KENNETH TOOTHMAN</u> : (Transcript Pg. 234) <u>Request Withdrawn.</u>
L-640	<u>EARL L. MARSHALL</u> : (Transcript Pg. 239) This being a personal leave request, it does not require any action by this committee.
L-642	<u>DeFOREST E. COREY</u> : (Transcript Pg. 241) This is a personal leave and it does not require any action by this committee.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
5-8-3782 Consolidated Freightways

P & D Jack E. Slover is a Salt Lake City dockman. The Union claims  
Dispute he is entitled to the checker rate of pay because the Company  
requires him to sign or initial the freight bills.

DECISION: (Committee for Local Operations - Transcript Pg. 202 - 5/10/68)  
M/m/s/and Deadlocked that the position of the Union be upheld.

NOTE: Cases #5-8-3782 and #5-8-3785 were heard together and the same decision applies.  
See Main Committee for final disposition.

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Case # Local 222, Salt Lake City, Utah, and  
5-8-3785 Pacific Intermountain Express

P & D Jay Ovard is a Salt Lake dockman. The Union claims he is entitled  
Dispute to the checker rate of pay. He unloads inbound Company line units,  
loads out-bound Company line units for pickups, and notes excep-  
tions as to count or condition on the bills. There is no issue of  
receiving freight from interline carriers for customers.

DECISION: The decision in Case #5-8-3782 applies.

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Case # Local 222, Salt Lake City, Utah, and  
5-8-3874 I. M. L. Freight, Inc.

P & D When the Company re-employed Mr. Margetis in accordance with  
Dispute JSC decision on July 5, 1966, it paid him the dockmen's rate of  
pay, .10¢ less than the rate being paid to dockmen in that classif-  
ication on May 5, 1965. Mr. Margetis continued to work as a  
dockman at the lower rate of pay without complaint until February  
of 1968, when he raised the issue for the first time. The Union  
filed the instant case on March 29, 1968, contending that  
Mr. Margetis was entitled to the .10¢ per hour additional pay  
retroactive to July 5, 1966.

DECISION: (Committee for Local Operations - Transcript Pg. 179 - 5/9/68)  
M/m/s/c/ that the position of the Union be upheld and that Mr. Margetis be paid  
retroactively up to and including 45 days prior to the filing of the present grievance.

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Case # Local 542, San Diego, California, and  
5-8-3875 O. N. C. Motor Freight System

Office The Terminal Manager, Bud Kleinsmith, at Escondido terminal is  
Dispute doing the work that William Redheffer should be doing. We are  
requesting that this man be returned to work and compensated  
for all time lost.

DECISION: (Committee for Local Operations - Transcript Pg. 2 - 5/7/68)  
M/m/s/c/ that William Redheffer is on an improper layoff and that he be returned to  
work and compensated forty hours per week for each week during which management  
performed his duties from January 15, 1968 at the Group IV rate, plus Health and  
Welfare and Pension payments, less any moneys earned elsewhere.



MAIN COMMITTEE



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
8-7-3296 Garrett Freightlines, Inc.

Warning Teamster Local 741 protests the 67 warning letters written on April  
Letters 26, 1967 by Garrett Freightlines, received in Local 741's office on  
April 27, 1967 by registered mail.

DISPOSITION: Postponed.

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Case # Local 231, Bellingham, Washington,  
8-7-3303 Local 741, Seattle, Washington, and  
Lynden Transfer, Inc.

O-T-R Locals 231 and 741 are protesting the mileage rate being paid by  
Dispute Lynden Transfer on their Lynden to Prince Rupert run.  
This grievance is filed by mutual agreement of the parties involved.

DECISION: (Main Committee - Transcript Pg. 324 - 5/9/68)  
In accordance with the directive of the National Grievance Committee, dated March 15, 1968, the sub-committee, consisting of Roy Williams and Verne Milton, met with the Company and the Unions and reached the following decision in the disposition of JWAC Case #8-7-3303:  
The Alaska Rider will apply to the portion of the run from Seattle to Prince George. The portion of the run from Prince George to Prince Rupert will be under the Eleven Western States Over-The-Road Agreement mileage rates plus negotiated increases. Full retroactivity will be paid back to July 1, 1967.

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Case # Local 208, Los Angeles, California, and  
11-7-3343 Pacific Motor Trucking Company

P & D H. C. Tamburelli claims, pending examination of the records, monies  
Dispute earned by junior employees who were worked in his stead as follows:  
P. Cramer on dates of June 21, 1967 and July 13, 1967. M. Rhoden  
on dates of June 22nd, 26th, 27th, 28th, 29th, July 5th, 6th, 10th,  
11th, 12th, 13th, 1967.

DECISION: (Main Committee - Transcript Pg. 401 - 5/9/68)  
M/m/s/c/ that based on the letter of understanding dated December 29, 1966 between Local 208 and P. M. T. and the clarification on the record, the claim of the Union be upheld.

---

Case # Local 85, San Francisco, California, and  
11-7-3379 Santa Fe Trails

Joint Under piggy-back plan 4, the Company is unloading pigs at the pig  
Council #7 ramp in Oakland then taking them to San Francisco with a Local 70  
Dispute driver and dropped at consignee and unloaded by Local 85 personnel.  
Union's position is that if a Local 70 driver stays with the trailer  
they have objection, but if the trailer is dropped at consignee a  
Local 85 man should be left with the trailer.

DISPOSITION: Postponed.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 287, San Jose, California, and  
11-7-3410 Pacific Motor Trucking

Joint Work jurisdiction. The Company is dropping trailers at the  
Council #7 Payless Drug Stores for Van Load Sales. These trailers are  
Dispute left at the consignee for two, three or four days. The Union's  
position is that the Company may not drop trailers without  
local men in attendance.

DISPOSITION: Postponed.

---

Case # Local 468, Oakland, California, and  
11-7-3422 Pacific Motor Trucking

O-T-R Runaround for Vernon Cramer. A Los Angeles driver on the  
Dispute preferred extra board left Oakland with a Stockton load. He  
dropped the load at Stockton, picked up a Los Angeles load and  
proceeded to his home terminal. The Union's position is that  
the Stockton load was short line work and he is filing runaround  
for a shortline driver.

DISPOSITION: Postponed.

---

Case # Local 468, Oakland, California, and  
11-7-3482 Pacific Intermountain Express

O-T-R Union is filing for difference between an Omaha and a Twin  
Dispute Cities dispatch (Pay Log #151275) for grievants Silva and  
Chatburn.

DISPOSITION: Postponed.

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Case # Local 208, Los Angeles, California, and  
2-8-3538 Consolidated Freightways

P & D On behalf of George David the Union requests the reinstatement  
Dispute of David together with all seniority rights and benefits, and with  
back pay for all time lost from the date of March 30, 1967.

DECISION: (Main Committee - Transcript Pg. 731 -(February)  
M/m/s/c/ that George David be compensated for all time lost since November 8, 1967,  
less moneys earned elsewhere, and he shall be returned to work on the first shift  
of the week commencing February 18.

NOTE: The above action of the Main Committee was not reported in the February,  
1968 Minutes of the JWAC. Please correct your Minutes accordingly.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 70, Oakland, California, and  
2-8-3562 Ringsby Truck Lines

Joint The Company is trapping American President Lines vans at the  
Council #7 consignee or shippers in Local 70 jurisdiction. The shipper  
Dispute or consignee is loading or unloading the freight. The Union's  
position was that the driver should remain with the van.

DISPOSITION: Postponed.

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Case # Local 81, Portland, Oregon, and  
2-8-3563 Consolidated Freightways

O-T-R Dispute Dispute over runaround claim for Erickson and Davis who were  
not properly dispatched at Los Angeles on October 6, 1967.

DISPOSITION: Settled and Withdrawn.

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Case # Local 81, Portland, Oregon, and  
2-8-3564 Consolidated Freightways

O-T-R Dispute The Union contends that Dickson and Thommen were called to  
work 4 hours after they arrived in Los Angeles. They wanted  
8 hours rest and since they were called to work on their 6th  
hour the Union feels they should be paid.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 85, San Francisco, California, and  
2-8-3580 Delta Lines, Inc.

Joint Union's position was that the Company used a swing shift  
Council #7 hostler to pick up freight at the airport and bring it to the ter-  
Dispute minal. The Union is asking for time and a half for the grievant's  
entire shift.

DISPOSITION: Postponed.

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Case # Local 85, San Francisco, California, and  
2-8-3582 Willig Freight Lines

O-T-R Dispute Union contends that driver Ellis Brown was dispatched out of  
order and is claiming mileage to Fresno and return.

DISPOSITION: Settled and Withdrawn

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 190, Billings, Montana, and  
2-8-3596 N. P. Transport

Clarification The Union is claiming 1-1/2 hours a day at overtime rate for Thomas A. Clark and R. L. Heiser for mechanics doing Teamsters work.

DISPOSITION: Postponed.

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Case # Local 224, Los Angeles, California, and  
2-8-3603 Los Angeles - Seattle Motor Express

O-T-R Case #95: Local 224 on behalf of Joe Comeaux claims 4-1/2  
Dispute hours misdispatch on 11-1-67 at Stockton, California. We request the Jsc to instruct the Company to continue the past practice of first-in, first-out, and pay Mr. Comeaux 4-1/2 hours at the long line hourly rate.  
Case #97: Local 224 on behalf of Charles E. Bissitt claims misdispatch at the Stockton layover point on 12/6/67 - 1 - 1/2 hours; 12/8/67, 1-1/2 hours. Historically, Los Angeles based drivers have been dispatched out of Stockton first-in, first-out.

DECISION: (Main Committee - Transcript Pg. 244 - 5/8/68)  
M/m/s/c/ that in view of the historic dispatch practice which prevailed on the Los Angeles-Stockton division prior to the Change of Operations of October, 1967, and the addition of new single-man runs as a result of that change, the Company and the Union be directed to poll by secret ballot the single-man drivers involved as to whether they return from the Stockton layover point on a first-in, first-out basis or on a man-to-man basis.

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Case # Local 315, Martinez, California, and  
2-8-3609 Consolidated Freightways

Tanker Union asking for pay for Joe Nisonger for 12/5/67 for trip from  
Dispute Long Beach to San Pablo as sleeper team was sent out one hour after Joe had available hours from Long Beach through Martinez.

DECISION: (Main Committee - Transcript Pg. 317 - 5/9/68)  
M/m/s/c/ based on the dispatch rules between 692 and the Company, the claim of the Union be denied and that both Locals and the Company get together to resolve conflict in rules.

---

Case # Local 315, Martinez, California, and  
2-8-3610 Delta Lines

Joint The Union protested the Company's using drivers from another  
Council #7 Local jurisdiction to make pick-ups and deliveries in Local  
Dispute 315's area. They asked for 8 hours pay for the top man in the hiring hall.

DECISION: (Main Committee - Transcript Pg. 418 - 5/10/68)  
M/m/s/c/ if a local man was on layoff at the Company's Pittsburg terminal, which is within 315's jurisdiction the claim is upheld.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 468, Oakland, California, and  
 2-8-3618 O. N. C. Fast Freight

O-T-R Union claiming 8 hours runaround December 18, 1967 in the  
 Dispute name of Joseph Moniz.

DISPOSITION: Postponed.

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Case # Local 551, Lewiston, Idaho, and  
 2-8-3622 Garrett Freightlines

O-T-R Sleeper team, Christinsen and Suddeth, depriving regular  
 Dispute Lewiston station road driver of work on November 10, 1967.  
 Union claims wages for local driver.

DISPOSITION: Postponed.

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Case # Local 692, Long Beach, California, and  
 2-8-3624 Consolidated Freight - Bulk Commodities

Tanker Case #T-107-862: Local 692 asks pay for proper Los Angeles  
 Dispute sleeper team for trip that Martinez sleeper team made to  
 Seattle on 9/1/67 and return.

Case #T-107-865: Union claims pay for proper Los Angeles  
 sleeper team on 9/21/67 when Martinez men pulled trip to  
 Seattle and return.

DISPOSITION: Settled and Withdrawn.

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Case # Local 741, Seattle, Washington, and  
 2-8-3627 Consolidated Freightways, Inc.

Interpre- Does Article 50 of the Pick-Up & Delivery Supplement, Page 39  
 tation which reads, "No employee shall be called on the above named  
 holidays for less than a full day," pertain to casual employees  
 hired on a premium day?

DECISION: (Main Committee - Transcript Pg. 115 - 5/7/68)  
M/m/s/c/ that because it was not a holiday that the claim of the Union be denied and  
 the men were properly paid.

---

Case # Local 222, Salt Lake City, Utah, and  
 2-8-3674 I. M. L.

O-T-R The Union makes this claim on behalf of three Salt Lake sleeper  
 Dispute teams, N. F. Miller and N. H. Johnson, Don Andresson and  
 Fred Hoff, and Roy C. Leavitt and Al Trease. A Salt Lake  
 sleeper team was dispatched from Salt Lake City to a named  
 lay point (Cincinnati, Ohio), and from that point was re-dispatched  
 to St. Louis, Missouri, and placed off duty. It is the Union's  
 position that all of the time spent at St. Louis is payable.

DECISION: See Page #37 for Decision.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 431, Fresno, California, and  
2-8-3679 American Transfer Co.

O-T-R  
Dispute (Continued from Page #37)

- (6) The freight Board will consist of general freight trucks, poles and claw trucks.
- (7) The Tank Board will consist of pressure tanks and general tank trucks.
- (8) No freight drivers qualified as a tank driver will be used until all tank drivers are used.
- (9) No freight driver qualified as a freight driver will be used until all freight drivers are used.
- (10) In case of layoff, any man in a specific category will be allowed to qualify on his own time and expense in any other category for job opportunities that a man with less seniority might be working.

These dispatch rules were agreed unanimously by the employees. They are signed by Local 431 and the Company.

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Case # Local 692, Long Beach, California, and  
2-8-3681 Pacific Intermountain Express

Tanker  
Dispute On October 13, driver Hauser loaded a load for Salt Lake City. On either the 13th or 14th, the truck left Wilmington with a Texas sleeper team for Salt Lake City for an October 16 delivery. We feel this is a violation of our agreement with P.I.E. and are therefore asking for an examination of the Company records to determine which of our teams would have been eligible for the load and we request they be reimbursed for this trip.

STIPULATED DECISION: (Main Committee - Transcript Pg. 188 - 5/8/68)  
First available team will be paid eight hours to each man with the understanding that the Company and the Union will clarify dispatch rules regarding the application of the Texas Rider, Article 3.

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Case # Local 208, Los Angeles, California, and  
5-8-3740 Transport Cartage & Distributing Co.

P & D  
Dispute On November 23, 1967, I was asked to report to work that evening at my regular starting time which is 10:00 p.m. I worked until 11:41 the following morning, November 24th which was Thanksgiving and returned to work at 10:00 p.m. that evening. The 2 hours on the 23rd, from 10:00 p.m. until midnight should have been paid at the rate of time and one-half. The Company also erred in the computing of the rate of pay for the time from 10:00 pm to midnight on the 24th of November. The rate of pay for these 2 hours therefore should be one and one-half times the double time as the Company has long contended that holidays begin and end at midnight.

DECISION: (Main Committee - Transcript Pg. 444 - 5/9/68)  
M/m/s/c/ that the overtime pay regarding Sunday as decided in previous decisions will apply here and that the Company has paid correctly.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
5-8-3746 Santa Fe Transportation Company

P & D Claim of William C. Mellor, Jr. for time worked by junior  
Dispute men on the following dates: December 5th and 7th, January 3,  
4, 8, 9, 1968.

DECISION: (Main Committee - Transcript Pg. 444)  
M/m/s/c/ that William C. Mellor, Jr. shall be dispatched in his proper seniority  
order and the claim of the Union is upheld based on the facts submitted.

---

Case # Local 17, Denver, Colorado, and  
5-8-3759 I. M. L. Freight, Inc.

Master Local 17 asks for a hearing and decision from the committee  
Dispute on Article 38, Section 5, Paragraph C.

DECISION: (Main Committee - Transcript Pg. 325 - 5/9/68)  
M/m/s/c/ the claim of the Union be denied.

---

Case # Local 81, Portland, Oregon, and  
5-8-3760 Garrett Freightlines

O-T-R Local 81 is requesting packing and moving expenses for a  
Dispute driver who was moved from Pendleton to Portland as a result  
of an operational change.

DECISION: (Main Committee - Transcript Pg. 140 - 5/8/68)  
M/m/s/c/ that the packing materials be furnished but the claim for packing charges  
is denied.

---

Case # Local 81, Portland, Oregon, and  
5-8-3761 Garrett Freightlines

O-T-R Local 81 is in dispute with Garrett Freightlines over a runaround  
Dispute claim for Robert Stedman on March 29, 1967.

DECISION: (Main Committee - Transcript Pg. 143 - 5/8/68)  
M/m/s/c/ that if the history of the Company's operation proves that Rule No. 6  
applies only at the home terminal, that the claim is denied. Otherwise it is to be  
paid if it applies at both places.

---

Case # Local 81, Portland, Oregon, and  
5-8-3762 Garrett Freightlines

O-T-R Runaround claim for driver W.E. Barger for trip to Spokane  
Dispute on November 29/67 which was pulled by a junior man.

DECISION: (Main Committee - Transcript Pg. 148 - 5/8/68)  
M/m/s/c/ that due to the facts the claim be denied.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
5-8-3763 Los Angeles - Seattle Motor Express

O-T-R Local 81 is in dispute with LASME over 2-3/4 hours wait time  
Dispute for driver Miles Altermatt, at Yreka, California on January  
31, 1968.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 81, Portland, Oregon, and  
5-8-3764 Nehalem Valley Motor Freight

O-T-R The Union contends that Al Price is a line driver working on  
Dispute the extra board and is not an assigned bid man. Mr. Walton  
is a local pick-up and delivery man and pulled a line trip to  
Wauna. Mr. Price was available and should have pulled the trip.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 81, Portland, Oregon, and  
5-8-3765 Nehalem Valley Motor Freight

O-T-R Protest of the Company's practice of utilizing Longview  
Dispute employees in pulling freight from Portland to St. Helens area.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 81, Portland, Oregon, and  
5-8-3766 Nehalem Valley Motor Freight

O-T-R Dispute over runaround claim of driver Albert Price brought  
Dispute about by a Longview driver pulling a Clatskanie and Wauna  
trailer out of Portland on December 15, 1967.

DISPOSITION: Settled and Withdrawn.

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Case # Local 81, Portland, Oregon, and  
5-8-3767 Pacific Intermountain Express

O-T-R Abuse of free time claim for drivers Al Gilman and D.E. Summers,  
Dispute which occurred in Chicago.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
5-8-3768 Sites Silverwheel

O-T-R Local 81 is in dispute with Sites Silverwheel over the seniority  
Dispute rights of Perry Blanchard.

DECISION: (Main Committee - Transcript Pg. 377 - 5/9/68)  
M/m/s/c/ that based on the facts the claim be denied.

---

Case # Local 81, Portland, Oregon, and  
5-8-3769 Trans-Western Express

Master The Union is contending that in accordance with Article 34,  
Dispute Sections 1 and 2, moonlighters shall be paid all benefits including  
Health and Welfare and holidays, as per the Agreement. The  
Union is claiming the Company is using moonlighters and paying  
them on a casual basis.

DECISION: (Main Committee - Transcript Pg. 206 - 5/8/68)  
M/m/s/c/ that the Union's claim be denied.

---

Case # Local 150, Sacramento, California, and  
5-8-3770 J. Christensen Co.

O-T-R Pay claim - James Tytler and Gary Day. Union claims Los  
Dispute Angeles terminal used two lease trucks to do pick-up and delivery  
work in Sacramento. Article 52 of the O. T. R. claimed.  
This should have been local work and claim is for 16 hours for  
two men.

DECISION: (Main Committee - Transcript Pg. 359 - 5/9/68)  
M/m/s/c/ based on the Change of Operations granted J. Christensen Company, the  
claim be denied.

---

Case # Local 190, Billings, Montana, and  
5-8-3771 Garrett Freightlines

O-T-R One round trip for Thomas Dunn, Helena and return, plus  
Dispute work time for sleepers doing single man work.

DISPOSITION: Postponed.

---

Case # Local 180, Los Angeles, California, and  
5-8-3772 Illinois - California Express

O-T-R Schmelzle, who is entitled to three weeks, requested the last  
Dispute two weeks in December and the first week in January. The  
Company denied this request claiming that no vacations would  
be granted over Christmas.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
5-8-3773 Illinois - California Express

O-T-R This team was called for 11:30 p.m. and they reported 1/2 hour  
Dispute early as usual. The Company did not assign them a tractor  
(which is agreed-to procedure) so they could make their bed  
and check their equipment and depart on their call time. The  
bills came down at 0085 a.m. and they checked etc. and departed  
at 0152. The Company paid from 2350 to 0085.

This claim is for time from 0085 to 0152 which the Union  
contends is pay time under our agreed-to procedure. Trip #0446.

DECISION: (Main Committee - Transcript Pg. 398 - 5/9/68)  
M/m/s/c/ that number one, the claim be denied. Number two, the Company agrees  
that tractor and/or bills will be available at individual call time or the Company will  
pay delay time until tractor and/or bills are made available.

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Case # Local 180, Los Angeles, California, and  
5-8-3774 Los Angeles - Seattle Motor Express

O-T-R Joe Parrish and Al McClure are asking to be compensated  
Dispute for 12 hours pay. These drivers were dispatched to Seattle  
while enroute they called the Seattle terminal advising them  
that they would arrive at 01:00 on February 15, 1968. The  
Company at this time had 2 Seattle teams set up to go to Los  
Angeles, but this gave the Company 3 hours and 45 minutes to  
cancel one of them out, so Parrish and McClure could turn  
back to Los Angeles when they arrived. The Company did not  
do this, they sent both Seattle teams out after Parrish and  
McClure arrived causing this team to lay 12 hours.

DECISION: (Main Committee - Transcript Pg. 248 - 5/8/68)  
M/m/s/c/ that based on the facts in this case the claim of the Union be denied. And  
the Company and the Unions are instructed to get together regarding the dispatch  
procedure on opposing runs and the cancellation of such runs.

---

Case # Local 180, Los Angeles, California, and  
5-8-3775 Pacific Intermountain Express

O-T-R Local 180 takes the position that Wilson and McKelvey are  
Dispute entitled to compensation for delay enroute which took place at  
Lupton, Arizona on 12/1/67. This team stopped for fuel enroute  
at a Company designated vendor and were delayed in excess of  
one hour to be fueled.

DECISION: (Main Committee - Transcript Pg. 411 - 5/9/68)  
M/m/s/c/ based on the facts in this case the claim of the Union be upheld.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
5-8-3776 Pacific Intermountain Express

O-T-R Local 180 on behalf of Carl Beel contends he is entitled to  
Dispute compensation for a complete round trip from Los Angeles to  
Chicago and return minus the compensation already received.  
Beel fell out of the cab of his truck which was covered with  
ice. He was examined by a doctor who refused to let him  
complete his trip.

DECISION: (Main Committee - Transcript Pg. 415 - 5/9/68)  
M/m/s/c/ that under the circumstances in this case the claim of the Union be denied.

---

Case # Local 180, Los Angeles, California, and  
5-8-3777 Western Gillette, Inc.

O-T-R Hendrix and Harrah claim a dispatch on Trip #194 of December  
Dispute 31, 1967 - #2404 was the truck following this team in the  
lineup but was dispatched from Tucson to San Diego and then  
from San Diego back to Tucson. If this dispatch is correct  
it should have been given to the first truck in the lineup.

DECISION: (Main Committee - Transcript Pg. 368 - 5/9/68)  
M/m/s/c/ that the claim be denied.

---

Case # Local 180, Los Angeles, California, and  
5-8-3778 Western Gillette, Inc.

O-T-R Local 180 protests the cutting of the road work force and  
Dispute requests the Company to produce payroll records which we  
contend will support the Union's position that the cut was made  
in violation of the Contract.

DECISION: (Main Committee - Transcript Pg. 373 - 5/9/68)  
M/m/s/c/ that based on the facts in this case the claim is denied.

---

Case # Local 208, Los Angeles, California, and  
5-8-3779 C. M. D. and Cuz Transportation

Interpre- "The Local Union submits that the contract obligates these  
tation prime employers under terminology of the cited Articles to  
report and credit owner-operators and/or sub-haul drivers  
on the same day-to-day basis that casual employees are credited.

DISPOSITION: Referred to Southern California Joint State Committee.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-8-3780

Local 208, Los Angeles, California, and  
Garrett Freightlines, Inc.

Master  
Dispute

Garrett Freightlines, Inc. has instituted legal proceedings against this Local Union; said proceedings being brought in the United States District Court, Central District of California, Case #67-1704-FW, and,

In the aforementioned proceedings the Employer alleges and attempts to hold the Local Union liable for an unauthorized work stoppage on the part of its employees. The Local Union submits that the Employer's actions by instituting the above proceedings constitute a direct violation of the intent, the purpose and application of the existing Freight Agreement, as set forth under Article 43, Sections 1 and 2, of the Western States Area Pick-Up & Delivery Supplemental Agreement.

The Local Union further submits that the Employer is in further violation of Article 43, Section 2, as cited, by the actions of its proceedings whereby the Employer attempts to hold the Local Union liable for the unauthorized activities of its employees.

DECISION: (Main Committee - Transcript Pg. 165 - 5/8/68)  
M/m/s/and Deadlocked that the position of the Union be upheld.  
M/m/s/and did not receive a majority vote "that this case go to Arbitration.

Case #  
5-8-3781

Local 208, Los Angeles, California, and  
Union Pacific Motor Freight

Interpre-  
tation

The Local Union requests an interpretation as to the meaning, the intent, and the application of Article 56, Section 2, with particular reference to the subject of rain foot coverage.

DISPOSITION:

Settled and Withdrawn.

Case #  
5-8-3782

Local 222, Salt Lake City, Utah, and  
Consolidated Freightways

P & D  
Dispute

Jack E. Slover is a Salt Lake City dockman. The Union claims he is entitled to the checker rate of pay because the Company requires him to sign or initial the freight bills.

DECISION: (Main Committee - Transcript Pg. 445 - )  
M/m/s/c/that the previous decision in Case #8-7-3207 rendered by this committee applies in these two cases and the claim of the Union be upheld.  
NOTE: Cases #5-8-3782 and #5-8-3785 were heard together.

Case #  
5-8-3783

Local 222, Salt Lake City, Utah, and  
Consolkdated Freightways

Interpre-  
tation

Kenneth Ralph Peck, Salt Lake City pick-up and delivery driver, claims funeral leave for the death of his grandmother. He states that since he was raised by his grandparents since he was six months old, that they are the same as his parents and that the funeral leave should be paid.

DECISION: (Main Committee - Transcript Pg. 245 - 5/8/68)  
M/m/s/c/ the claim be denied.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
5-8-3784 Intermountain Operators League

Interpre- The Union is requesting a clarification as to whether or not the  
tation three year layoff provision of the 1967 Agreement is applicable  
to employees who were placed on two year layoff under the previous  
Agreement in those situations where such two year layoff had not  
expired until after the effective date of the 1967 Agreement.

DISPOSITION: Withdrawn.

---

Case # Local 222, Salt Lake City, Utah, and  
5-8-3785 Pacific Intermountain Express

P & D Jay Ovard is a Salt Lake dockman. The Union claims he is  
Dispute entitled to the checker rate of pay. He unloads in-bound Company  
line units, loads out-bound Company line units for pick-ups, and  
notes exceptions as to count or condition on the bills.

DECISION: (Main Committee - Transcript Pg. 445 )  
M/m/s/c/ that the previous decision in Case #8-7-3207 rendered by this committee  
applies in these two cases and the claim of the Union be upheld.

NOTE: Cases #5-8-3782 and #5-8-3785 were heard together.

---

Case # Local 224, Los Angeles, California, and  
5-8-3786 Cargo Carriers

O-T-R Local 224 on behalf of the members employed at Cargo Carriers  
Dispute requests a search of the records to determine the actual amount  
of money due each man when the Company disposed of their line  
equipment and sub-contracted their line operation.

DISPOSITION: Postponed.

---

Case # Local 224, Los Angeles, California, and  
5-8-3787 Cargo Carriers, Inc.

Sub- Local 224 on behalf of the members employed at Cargo Carriers  
Contracting requests a search of the records to determine the actual amount  
of money due each line man when the Company disposed of their  
line equipment and sub-contracted their line operations.

DISPOSITION: Postponed.

---

Case # Local 224, Los Angeles, California, and  
5-8-3788 J. Christenson Co.

Seniority Local 224 on behalf of John Porter protests his seniority position  
Dispute at J. Christenson Co. Mr. Porter is working on his terminal  
seniority position and claims he should be working on his full  
Company seniority position due to I. C. X. purchase of California  
Motor Transport and J. Christenson Co.

DISPOSITION: Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 224, Los Angeles, California, and  
5-8-3789 Milne Truck Lines, Inc.

O-T-R Local 224 on behalf of the line drivers claims there is enough  
Dispute business to warrant another bid run from Los Angeles to  
Yuma on a three trip per week basis.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 224, Los Angeles, California, and  
5-8-3790 O. N. C. Motor Freight System

O-T-R Local 224 on behalf of Edward Martin, Virgil Monasco and  
Dispute Vincent Mancini claims holiday pay for Washington's Birthday,  
February 22, 1968.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 224, Los Angeles, California, and  
5-8-3791 Walkup's Merchants Express

O-T-R Local 224 on behalf of Pete Villanueva claims runaround from  
Dispute January 6, 1968 to February 29, 1968 when the Company started  
using Griley Security to pull Merchants trailers on the San  
Bernardino run and Pete Villanueva, an extra board man was  
not called for work.

DECISION: (Main Committee - Transcript Pg. 178 - 5/8/68)  
M/m/s/and Deadlocked that the claim of the Union be upheld.  
M/m/s/and did not receive a majority vote "that this case go to Arbitration."

---

Case # Local 287, San Jose, California, and  
5-8-3792 Associated Freight Lines

O-T-R All of these cases involve a "drop and pick" situation. Line  
Dispute drivers out of Los Angeles and/or San Francisco are dispatched  
directly to Los Angeles or San Francisco via Mountain View.  
At Mountain View they are dropping and/or picking and then  
completing their dispatch.

DECISION: (Main Committee - Transcript Pg. 153 - 5/8/68)  
M/m/s/c/ the claim of the Union be denied.

---

Case # Local 381, Santa Maria, California, and  
5-8-3793 System 99

O-T-R MS-#200 is established as an area practice and not an exclusive  
Dispute agreement between Local 381 and designated parties.

System 99 has a line run that is bound by this Rider and the  
Union's demand is that such run be paid accordingly.

DECISION: (Main Committee - Transcript Pg. 159 - 5/8/68)  
M/m/s/c/ that in Case #5-8-3793, Maintenance of Standards 200 does apply to  
System 99 Truck Lines.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 386, Modesto, California, and  
5-8-3794 American Transfer Company

O-T-R Union claims Company is making the man pay for tickets. On  
Dispute January 26, 1968 and January 29, 1968, tickets were given to  
driver Serpa for one case of over-weight and one case for over-  
width. Union claims the man should be reimbursed for money  
paid out.

DECISION: (Main Committee - Transcript Pg. 429 - 5/10/68)  
M/m/s/c/ that the man be reimbursed for the tickets and given a warning letter.

---

Case # Local 431, Fresno, California, and  
5-8-3795 California Motor Express

O-T-R Union protests Company cutting off runs and giving freight to  
Dispute other companies while men are laid off.

DECISION: (Main Committee - Transcript Pg. 303 - 5/9/68)  
M/m/s/c/ that the Union's claim be denied.

---

Case # Local 431, Fresno, California, and  
5-8-3796 Valley Motor Lines

O-T-R Union claims money for Bart Campbell when not worked on  
Dispute proper seniority.

DISPOSITION: Postponed.

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Case # Local 439, Stockton, California, and  
5-8-3797 Walkup's Merchants Express

O-T-R Union claims runaround for driver Jack McClung on 2/21/68.  
Dispute Union claims Oakland man took a load from Stockton to Modesto  
to the Bay Area and left McClung at home and this is his normal  
run.

DECISION: (Main Committee - Transcript Pg. 235 - 5/8/68)  
M/m/s/c/ the claim be denied.

---

Case # Local 439, Stockton, California, and  
5-8-3798 Molasses Truck Service.

Tanker Molasses Truck Service is not paying the proper scale as per  
Dispute contract, to-wit: mileage scale on the following employees:  
Albert Darrah, Harold Tardio, Jack Merrill, Haddic Henderson,  
Tony Mello, Virgil Selby, David Howell, Lawrence Machado,  
Donald Von Berg, Reber Johnston, Theodore Cline, Lambert  
Van Dykhuizen, Wm. Rossi, Albert Holybee, Larry Machado.

DISPOSITION: Postponed.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 439, Stockton, California, and  
5-8-3799 Navajo Freight Lines

Funeral Union claims two days funeral leave pay for Jack Durao for  
Leave April 10 and 11, 1967.  
Dispute

DECISION: (Main Committee - Transcript Pg. 72 - 5/7/68)  
M/m/s/c/ in accordance with the decision of the National Grievance Committee the  
claim of the Union is denied.

---

Case # Local 467, San Bernardino, California, and  
5-8-3800 McKeown Transportation Co., Inc.

O-T-R Local 467 hereby files a grievance under Article 43, Section 5  
Dispute of the Over-The-Road Agreement against McKeown Transportation  
on behalf of Kenneth Dunson and John Capshaw for the difference  
in a White Sands, New Mexico and Amarillo, Texas trip.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 467, San Bernardino, California, and  
5-8-3801 McKeown Transportation Co., Inc.

O-T-R Local 467 hereby files a grievance against McKeown Transportation  
Dispute on behalf of Walter Wright in the amount of \$30.16 at \$3.77 per  
hour for 8 hours on November 26, 1967.

DECISION: (Main Committee - Transcript Pg. 105 - 5/7/68)  
M/m/s/c/ based on the language in the Rider, the claim of the Union is upheld.  
NOTE: Cases #5-8-3801 and #5-8-3802 were heard together and the same decision  
applies.

---

Case # Local 467, San Bernardino, California, and  
5-8-3802 McKeown Transportation Co., Inc.

O-T-R Local 467 hereby files a grievance against McKeown Transportation  
Dispute on behalf of Walter Wright in the amount of \$30.16 - 8 hours at  
\$3.77 per hour for January 5, 1968.

DECISION: The decision in Case #5-8-3801 applies.  
Cases #5-8-3801 and #5-8-3802 were heard together.

---

Case # Local 468, Oakland, California, and  
5-8-3803 J. Christenson Company

O-T-R The Company is requesting a clarification on the CBAC Case  
Dispute #CB-2107 which was heard April 18, 1967. The Union contended  
that they tried to send auditors in but the Company refused to  
produce records.

DECISION: (Main Committee - Transcript Pg. 344 - 5/9/68)  
M/m/s/c/ based on the evidence presented and the records made available by Mr. Noel,  
that the Company pay \$1,120.60 to each of the five employees on these claims. Anderson's  
claim is denied because he was not an owner-operator as defined in the contract.

---



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 468, Oakland, California, and  
5-8-3804 Cunha Transportation

O-T-R The Union is filing for a runaround on January 27/68 when a  
Dispute junior man was dispatched and W.R. Bridges was left at home.

DECISION: (Main Committee - Transcript Pg. 275 - 5/9/68)  
M/m/s/c/ that the claim of the Union be denied.

---

Case # Local 468, Oakland, California, and  
5-8-3805 Delta Lines, Inc.

O-T-R Money claim. This is a claim for 1/2 hour on November 22/67  
Dispute and November 24/67, in the name of Gerald F. Parker. On the  
dates in question the grievant hooked dollies and it is the Union's  
position that this is hostling work.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 468, Oakland, California, and  
5-8-3806 Delta Lines, Inc.

O-T-R On the dates in question the drivers ran from Los Angeles to  
Dispute Emeryville, via Sacramento. The Union's position is that they  
are entitled to the sixteen hours guaranteed by the agreement  
with the Company, plus an additional eight hours for the run from  
Sacramento to Emeryville.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 468, Oakland, California, and  
5-8-3807 Kal Kan Foods, Inc.

O-T-R Filing is for work from August 6/67 to August 15/67. A Local  
Dispute 626 man is bringing freight to the Company from the Los Angeles  
area and taking the finished product back to the Los Angeles area.  
The Company has a contract with both Local 626 and 468.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 468, Oakland, California, and  
5-8-3808 Pacific Motor Trucking

O-T-R Union claims runaround on January 11/68. Grievant (Kenneth  
Dispute D. Klein) is a bid Medford driver. His regular bid run left  
Oakland at 3:30 a.m. and he was unable to make the run. He  
asked to go to the top of the extra board and the Company refused.

DECISION: (Main Committee - Transcript Pg. 43 - 5/7/68)  
M/m/s/c/ the claim be denied.

---



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 492, Albuquerque, New Mexico, and Local 180  
5-8-3809 Navajo Freight Lines, Inc.

O-T-R Local 492 claims pay for M. E. Karker and E. P. Gracey in  
Dispute the amount of \$54.25 for each driver. This was claimed as  
15-1/2 hours runaround on Trip Sheet #75509 and denied.

DECISION: (Main Committee - Transcript Pg. 65 - 5/7/68)  
M/m/s/c/ that in view of the numerous changes granted Navajo Freight Lines that Navajo and the Local Unions involved sit down with the Multi-Conference Change of Operations Committee in an attempt to spell out the operation and the workloads for the Local Unions involved.

---

Case # Local 542, San Diego, California, and  
5-8-3810 Cal-Canadian Motor Express

O-T-R We believe Cal-Canadian Motor Express to be in violation of  
Dispute the aforementioned Articles and Sections. The attached sheet will explain in detail the amount of \$330.78 due Lloyd Gentry for time worked for which he was not paid.

DISPOSITION: Withdrawn. (Per letter received in Freight Division dated April 15, 1968.)

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Case # Local 542, San Diego, California, and  
5-8-3811 Cal-Canadian Motor Express

O-T-R We believe Cal-Canadian Motor Express to be in violation of  
Dispute the Agreement. The attached sheet will explain in detail the amount of \$686.28 is due Hugh D. Reeves for time worked for which he was not paid at this date.

DISPOSITION: Withdrawn (Per letter received in Freight Division dated April 15, 1968.)

---

Case # Local 692, Long Beach, California, and  
5-8-3812 M & M Transfer

Sub- James W. Davis was sent home at 10:00 a.m. Wednesday,  
Contracting January 31, 1968 and sub-contractor for Rademacher was loaded on of main yard for Gaffers and Sattler. Mr. Davis was available and had hours to work. Local 692 is requesting three hours for Mr. Davis.

DISPOSITION: Settled and Withdrawn.

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JWAC Minutes  
May 6-7-8-9-10  
1968



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 741, Seattle, Washington, and  
 5-8-3813 Consolidated Freightways, Inc.

O-T-R Case #2023 (U): Local 741 claims runaround pay from Consoli-  
 Dispute dated for the most senior man or men on the Seattle board eligible  
 to work when sleeper teams moved freight out of Seattle to  
 Kennewick 227 miles, Moses Lake-179 miles, Spokane-287 miles,  
 Wenatchee-148 miles and Yakima-144 miles on the following days:  
 January 3, 4, 8, 9, 10, 11, 17, 18, 20, 21, 22, 24, 25, 29, 30, and Feb. 1st.

Case #2025 (U): Local 741 claims runaround pay from Consolidated  
 for the most senior man or men on the Seattle board eligible to  
 work when sleeper teams moved freight out of Seattle to Kennewick  
 227 miles, Moses Lake-179 miles, Spokane-287 miles, Wenatchee -  
 148 miles, Walla Walla-276 miles, and Yakima-144 miles on  
 the following days:  
 February 1, 4, 8, 9, 10, 12, 14, 16, 18, 20, 21, 23, 24, 26 and 28.

DECISION: (Main Committee - Transcript Pg. 382 - 5/9/68)  
 M/m/s/c/ based on the area practice, the claim of the Union be denied.

---

Case # Local 741, Seattle, Washington, and  
 5-8-3814 Consolidated Freightways, Inc.

O-T-R Local 741 claims workaroud pay of two hours at the overtime  
 Dispute heavy-duty rate from Consolidated for the appropriate heavy-duty  
 drivers as determined by Local 741 when sleeper teams moved  
 freight between Seattle and Tacoma.

DECISION: (Main Committee - Transcript Pg. 110 - 5/7/68)  
 M/m/s/c/the claim of the Union be upheld.

---

Case # Local 741, Seattle, Washington, and  
 5-8-3815 Garrett Freightlines, Inc.

O-T-R John Arsenian and R. C. Olsen, Seattle Division drivers, claim  
 Dispute runaround for the amount of a LaGrande for R.C. Olsen and  
 Spokane for John Arsenian on February 16/68 because Garrett  
 sleeper team came into Seattle with tractor 13-156 and trailer  
 42-3313, 42-7167 out of Spokane - they picked up loaded trailer  
 42-7167 in Spokane.

DECISION: (Main Committee - Transcript Pg. 271 - 5/9/68)  
 M/m/s/c/ based on the facts in this case the claim of the Union is denied.

---

Case # Local 741, Seattle, Washington, and  
 5-8-3816 Los Angeles - Seattle Motor Express

O-T-R The Company violated dispatch rules by not rotating the foreign  
 Dispute teams off the wheel as per Rule 10 of Agreed-Upon Dispatch Rules.

DECISION: (Main Committee - Transcript Pg. 328 - 5/9/68)  
 M/m/s/and Deadlocked the claim of the Union be denied.  
 M/m/s/ and did not receive a majority vote "that this case go to Arbitration."

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
5-8-3817 Los Angeles - Seattle Motor Express

O-T-R Company is in violation of Agreed-Upon Dispatch Rules by  
Dispute dispatching foreign sleeper teams, "to a terminal other than their  
home terminal" unless they rotate off the total Seattle Board.

DECISION: (Main Committee - Transcript Pg. 334 - 5/9/68)  
M/m/s/and Deadlocked that the claim of the Union be upheld.  
M/m/s/ and did not receive a majority vote "that this case go to Arbitration."

---

Case # Local 741, Seattle, Washington, and  
5-8-3818 United-Buckingham Freightlines

O-T-R The Union claims direct violation of Agreed-Up Dispatch Rules.  
Dispute Claim is for a one-way Spokane driver Floyd Lindstrom and a  
Seattle-Spokane-Seattle for Mike Cerjance.

DECISION: (Main Committee - Transcript Pg. 278 - 5/9/68)  
M/m/s/c/ the claim of the Union be upheld.

---

Case # Local 741, Seattle, Washington, and  
5-8-3819 United-Buckingham Freightlines

O-T-R Company re-dispatched Spokane driver from Seattle to Portland  
Dispute after he had taken his rest in Seattle. Union claims direct viola-  
tion of Agreed-Upon Dispatch Rules.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 741, Seattle, Washington, and  
5-8-3820 United-Buckingham Freightlines

O-T-R Company violated Agreed-Upon Dispatch Rules by re-dispatching  
Dispute a Portland driver to Lewiston, Idaho after he had taken his rest  
in Seattle.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 741, Seattle, Washington, and  
5-8-3821 United-Buckingham Freightlines

O-T-R Company violated Agreed-Upon Dispatch Rules when they sent  
Dispute Portland driver to Wenatchee after he had taken his rest in Seattle.  
This is another dispatch and constitutes another minimum pay  
for a driver.

DISPOSITION: Settled and Withdrawn.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 839, Pasco, Washington, and  
5-8-3822 C. F. Bulk Commodities

Tanker Runaround for Ervin Janes for trip pulled by C. Wright on Tuesday,  
Dispute December 26, 1967.

DECISION: (Main Committee - Transcript Pg. 73 - 5/7/68)  
M/m/s/c/ that the claim of Janes be allowed.

---

Case # Local 839, Pasco, Washington, and  
5-8-3823 Consolidated Freightways (Bulk Commodities)

O-T-R Claiming \$5.00 for second night layover on one dispatch from  
Dispute Pasco for C. S. Smith and others.

DECISION: (Main Committee - Transcript Pg. 79 - 5/7/68)  
M/m/s/c/ that because Wallula is considered part of the Pasco dispatch point that  
the claim of the Union be denied.

---

Case # Local 839, Pasco, Washington, and  
5-8-3824 Consolidated Freightways, Inc.

O-T-R Pick-up and delivery driver, Bruce Doane was not called to work  
Dispute on 2/1/68, and sleeper team Giford and Bigelow checked in at  
local Consolidated Freightways terminal at 10:10 a.m., 2/1/68,  
and were dispatched to load at Andrews Cold Storage in Kennewick.  
The sleeper team performed pick-up and delivery work.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 961, Denver, Colorado, and  
5-8-3825 D C International

Automotive Lawrence D. Parker states: On November 16, 1967, I was  
Dispute ordered to hang hooks. This is a different classification.

DECISION: (Main Committee - Transcript Pg. 95 - 5/7/68)  
M/m/s/c/ that these cases be referred back to the Colorado Joint State Committee  
to be heard individually on the basis of the past practice in the area.  
NOTE: Cases #5-8-3825, #5-8-3826, #5-8-3827, and #5-8-3828 were heard together.

---

Case # Local 961, Denver, Colorado, and  
5-8-3826 D C International

Automotive Erasmo E. Guerra states: On Thursday, November 2/67 (day  
Dispute shift) a lube man was used to do steaming work which is out of  
his classification. I am a bid steamer and should have been called  
in early, but was not called. I claim a 4 hour call in at time and  
one-half.

DECISION: The decision in Case #5-8-3825 applies.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
5-8-3827 D C International

Automotive Erasma E. Guerra states: On November 8, 1967 there was  
Dispute steaming to be done. Two trailers, #7115 and #7129, and the  
graveyard shift put an oiler to steam them. This is crossing  
classification. I, Erasmo Guerra was here to do the steaming,  
therefore, I feel I should be paid 4 hours.

DECISION: The decision in Case #5-8-3825 applies.

---

Case # Local 961, Denver, Colorado, and  
5-8-3828 D C International

O-T-R John A. Brame states: On November 10, 1967, the swing shift  
Dispute fueler (L. Parker) became sick and went home during his shift.  
H. Jefferson, a lubeman was sent to do the fueling for the balance  
of the shift. I am relief fueler and should have been called. I  
claim 4 hours pay at time and one-half for the work performed  
by a bid lubeman.

DECISION: The decision in Case #5-8-3825 applies.

---

Case # Local 961, Denver, Colorado, and  
5-8-3829 D C International

O-T-R Alvin Wittig claims a total of 41 hours and 50 minutes runaround  
Dispute by Carl Bees.

DECISION: (Main Committee - Transcript Pg. 119 - 5/7/68)  
M/m/s/c/ the claim of the Union be upheld.

---

Case # Local 961, Denver, Colorado, and  
5-8-3830 Navajo Freight Lines, Inc.

O-T-R C. W. Hale and L. W. Friesen state: We were dispatched to  
Dispute Phoenix via Pueblo and Albuquerque, New Mexico. We were  
given verbal instructions to check at the Albuquerque terminal  
for instructions on what route to take to Phoenix. When we  
arrived in Albuquerque we were turned back to Denver. Our  
contention is the Company knew the roads were blocked when  
we were dispatched.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 961, Denver, Colorado, and  
5-8-3831 Navajo Freight Lines, Inc.

O-T-R Robert Arnold and V.R. Davis state: We arrived in Chicago  
Dispute on our first dispatch at 1537 CST, March 4/68 and were sent to  
the hotel on layover until 1136 CST, March 5/68. While we were  
in the hotel, a Chicago team was dispatched to Oakland with  
tractor #2266 and trailer #5035 at 0130, March 5/68 CST over  
the north route. Since the Denver drivers originally started  
this run, we feel we are entitled to this work before the Chicago  
power.

DECISION: The decision in Case #5-8-3834 applies.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 961, Denver, Colorado, - Local 492, Albuquerque, N.M.  
5-8-3832 Navajo Freight Lines, Inc.

O-T-R T. E. Hatley and A. L. Grizzle state: Pulled trailer Leeway  
Dispute 1616 from Amarillo, Texas to Albuquerque and were told to check  
in Albuquerque for instructions. This load was designated to  
Camp Parks, California. We had to drop this load and return  
to Denver. Claim this trip on to Camp Parks was due us instead  
of returning to Denver.

DECISION: The decision in Case #5-8-3834 applies.

---

Case # Local 961, Denver, Colorado, and  
5-8-3833 Navajo Freight Lines, Inc.

Automotive On January 18/68, Keith was sent to Cheyenne, Wyoming on a  
Dispute road call. He left Denver terminal at approximately 9:30 a.m.  
and returned to Denver terminal at approximately 2:30 p.m. He  
ate his lunch enroute in order to save time and the Company re-  
fused to pay him for the lunch half hour and also his coffee break  
time. Keith is claiming this time of 45 minutes at time and  
one-half.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 961, Denver, Colorado, and  
5-8-3834 Navajo Freight Lines, Inc.

O-T-R Plush and Nelson state: On January 28/68, Kansas City team  
Dispute Hagewood and Barnard pulled a trailer in from Albuquerque,  
arriving 11:27 p.m. Denver-Albuquerque runs have always been  
done by Denver drivers. Kansas City drivers are to run only  
Kansas City to Denver and return. Plush and Nelson had arrived  
Denver 12:34 a.m., January 27/68 and could have gone to  
Albuquerque and brought this load to Denver. We request pay  
in the amount of one round trip Denver to Albuquerque and return,  
due to runaround (\$54.18)

DECISION: (Main Committee - Transcript Pg. 46 - 5/7/68)  
M/m/s/c/ that the Company be instructed to produce the records and that in this case  
we hold jurisdiction until such records are produced, sign-in and sign-out sheets, to  
show whether this operation was with regularity or whether it was strictly an overflow  
situation. The records should cover the first quarter of 1968.

---

Case # Local 961, Denver, Colorado, and  
5-8-3835 Navajo Freight Lines, Inc.

O-T-R W. O. Warner and K. E. Timmons state: Trailer 1309 arrived  
Dispute in Denver, February 12/68 from Amarillo, via Santa Fe railroad  
piggyback operation, loaded with 13,929 pounds. L.T.L. We  
have hauled the freight from Amarillo to Denver in the past.  
The Company has never requested a Change of Operations to allow  
pigging over this route. We could have pulled this load and claim  
one round trip Denver to Amarillo - \$52.92.

DECISION: (Main Committee - Transcript Pg. 60 - 5/7/68)  
M/m/s/c/ that the Company be instructed to produce the records and that in this case we  
hold jurisdiction until such records are produced, sign-in and sign-out sheets, to show  
whether this operation was with regularity or whether it was strictly an overflow situation.  
The records should cover the first quarter of 1968.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 961, Denver, Colorado, and  
5-8-3836 Navajo Freight Lines, Inc.

O-T-R Claim runaround pay in the amount of one round trip Denver to  
Dispute Amarillo and return, in behalf of Plush and Bode.

DECISION: The decision in Case #5-8-3834 applies.

---

Case # Local 961, Denver, Colorado, and  
5-8-3837 Navajo Freight Lines, Inc.

O-T-R Lewis W. Meyers and W.J. Dolezal state: Were dispatched  
Dispute Denver via Camp Parks to Oakland to San Jose. We pulled trailer  
TIME #4814 to Albuquerque, arriving at 9:02 p.m. February 15/68,  
picked up trailer #2057 to Denver. The load picked up at San  
Jose was a South Bend load. We many times pulled loads over  
the North Route to Chicago and other points. To send loads this  
was to South Bend is 160 miles further than the North route. We  
request pay for round trip Denver to Chicago, 2050 miles.

DECISION: The decision in Case #5-8-3834 applies.

---

Case # Local 81, Portland, Oregon, and  
5-8-3838 Risberg Truck Lines

Discharge Local 81 is protesting the discharge of Don Young by Risberg  
Truck Lines on March 19, 1968.

DECISION: (Main Committee - Transcript Pg. 420 - 5/10/68)  
M/m/s/c/ that the discharge be upheld.

---

Case # Local 208, Los Angeles, California, and  
5-8-3839 Hecht Fast Freight, Inc.

Discharge The Local Union protests the issuance of termination notice  
to Michael Emanuele.

DECISION: (Main Committee - Transcript Pg. 190 - 5/8/68)  
M/m/s/c/ that the termination notice is not valid.

---

Case # Local 208, Los Angeles, California, and  
5-8-3840 Los Angeles-Seattle Motor Express

Discharge The Local Union on behalf of Harry L. Owens protests termina-  
tion of February 2/68 requesting that he be returned to work with  
his full seniority and compensated for all time lost.

DECISION: (Alternate Main Committee - Transcript Pg. 50 - 5/9/68)  
M/m/s/c/ that the discharge of Harry L. Owens be sustained.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 287, San Jose, California, and  
5-8-3841 Santa Clara Packing Company

Discharge Discharge of Gasper Pacheco. Grievance filed January 15/68. Union protested filing on the grounds that the dishonest act was not against the Company. Grievant was discharged for shoplifting while on duty, at the Unimart in San Mateo.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 357, Los Angeles, California, and  
5-8-3842 DC International

Discharge Protest of termination of Clifford Ash. I hereby request to be returned to work with full seniority and pay for all time lost.

DECISION: (Alternate Main Committee - Transcript Pg. 39 - 5/9/68)  
M/m/s/c/ that Mr. Ash be returned to work on his normal shift Monday, May 13, 1968, and that he be paid 40 hours pay at the straight time rate and that further he will have all his seniority rights and benefits restored.

---

Case # Local 357, Los Angeles, California, and  
5-8-3843 Santa Fe Trail Transportation

Discharge Complaint by Kovacs: "I am protesting my termination from Santa Fe Trail Transportation. I request to be reinstated with full seniority and paid all money due me."

DECISION: (Alternate Main Committee - Transcript Pg. 61 - 5/9/68)  
M/m/s/c/ that the man be returned back to work on May 13, 1968 with full seniority and be compensated for half pay for the time lost and the Company will also pay his health and welfare and pension payments.

---

Case # Local 468, Oakland, California, and  
5-8-3844 Willig Freight Lines

Discharge Protest of the discharge of Joseph W. Schott. The Union's position was that there were no warning letters in effect and that there was no actual recklessness involved.

DECISION: (Alternate Main Committee - Transcript Pg. 101 - 5/9/68)  
M/m/s/and Deadlocked that Mr. Schott was improperly discharged and that he be returned to work with full seniority rights and all back pay and health and welfare and pension payments.

NOTE: This case shall be submitted to umpire handling with Mr. H. L. Woxberg as the Arbitrator.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 741, Seattle, Washington, and  
5-8-3845 Silver Eagle Company

Discharge Union claims discharge is unjust because "employee followed orders of Ringsby Supervisor as to what trailers to return to Seattle with.

DECISION: (Alternate Main Committee - Transcript Pg. 76 - 5/9/68)  
M/m/s/and Deadlocked that the discharge of Elbert Clippinger be upheld.

NOTE: This case shall be submitted to umpire handling with Mr. H. L. Woxberg as the Arbitrator.

---

Case # Local 961, Denver, Colorado, and  
5-8-3846 Rio Grande Motor Way, Inc.

Discharge Charles Walton protesting discharge of February 8, 1968 as unjustified and requesting to be reinstated and receive all back pay, and all seniority.

DECISION: (Main Committee - Transcript Pg. 390 - 5/9/68)  
M/m/s/c/ that the discharge be upheld.

---

Case # Local 17, Denver, Colorado, and  
5-8-3847 DC International

Warning Paul Crespin protests warning letter dated 2/8/68.  
Letter

DECISION: (Alternated Main Committee - Transcript Pg. 21 - 5/8/68)  
M/m/s/c/ that the warning letter be sustained.

---

Case # Local 17, Denver, Colorado, and  
5-8-3848 DC International

Warning Lenard W. Harrison protests warning letter of February 2/68.  
Letter

DECISION: (Alternate Main Committee - Transcript Pg. 25 - 5/8/68)  
M/m/s/c/ that the warning letter be sustained.

---

Case # Local 17, Denver, Colorado, and  
5-8-3849 DC International

Warning Rex Turner protests warning letter of January 31, 1968.  
Letter

DECISION: (Alternate Main Committee - Transcript Pg. 11 - 5/8/68)  
M/m/s/c/ that the warning letters be sustained.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 17, Denver, Colorado, and  
5-8-3850 DC International

Warning Letter Stanley Mosberger protests warning letter of February 1/68.

DECISION: The decision in Case #5-8-3849 applies.

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Case # Local 81, Portland, Oregon, and  
5-8-3851 Consolidated Freightways

Warning Letter The Union is asking that the warning letter to driver Pfaff for delay in schedules be lifted and the drivers not be required to hostile in the Company yard.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 208, Los Angeles, California, and  
5-8-3852 Associated Freight Lines

Warning Letter The Local Union protests the issuance of the questionable warning notice to Harry McAlpine, et al which was received as a telegram, for being engaged in an alleged "work stoppage" on the date of January 29, 1968. This protest also stands as a like and similar protest on behalf of the additional members who are similarly involved.

DECISION: (Alternate Main Committee - Transcript Pg. 2 - 5/7/68)  
M/m/s/c/ that this case be referred to the Area Committee for the purpose of determining the sole issue as to whether the telegrams which were issued to the complainants met the contractual requirements necessary for the telegrams to be considered as warning notices.

---

Case # Local 208, Los Angeles, California, and  
5-8-3853 Hills Transportation

Warning Letter Local 208 on behalf of Robert Delaney protests issuance of warning notice dated 12/7/67.

DISPOSITION: Settled and Withdrawn.

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Case # Local 224, Los Angeles, California, and  
5-8-3854 Brothers Transportation

Warning Letter Local 224 on behalf of Gerald C. Rohling protests the warning letter dated 12/12/67 for "unnecessary delay of freight" issued on 12/23/67 and wishes it withdrawn from his record.

DISPOSITION: Postponed.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 357, Los Angeles, California, and  
5-8-3855 D C International, Inc.

Warning Letter Protest of warning letter issued to Clifford Ash.

DECISION: (Alternate Main Committee - Transcript Pg. 29 - 5/9/68)  
M/m/s/c/ that the warning letter be rescinded.

---

Case # Local 483, Boise, Idaho, and  
5-8-3856 Garrett Freightlines, Inc.

Warning Letter Protest of warning letter for Loren Turnipseed, a Boise line driver, was issued a warning notice for driving his rig a considerable number of miles with the right rear wheel of the trailer locked so that the tires were worn right down to the rims.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 911, Klamath Falls, Oregon, and  
5-8-3857 Trans-Western Express

Warning Letter Protest warning letter of January 18, 1968 to Harley Newland.

DISPOSITION: Postponed.

---

Case # Local 961, Denver, Colorado, and  
5-8-3858 Rio Grande Motor Way, Inc.

Warning Letter Burl Meers states: I formally protest warning letter of January 18, 1968 for an accident of January 9/68 and wish it retracted.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 961, Denver, Colorado, and  
5-8-3859 Rio Grande Motor Way, Inc.

Warning Letter Max Goodwin is protesting warning letter of January 22, 1968 and asking that it be retracted.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 235, Orange, California, and  
5-8-3860 Bud's Package Delivery

Suspension We are protesting the temporary suspension of Harold Louman  
beginning February 2, 1968.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 70, Oakland, California, and  
5-8-3861 March Transport

Joint On 12/8/67 William DeLima worked as a day driver. He punched  
Council #7 out at 6:00 p.m. and was told to come in at 11:00 p.m. that  
Dispute evening. He then worked until 7:30 a.m. the following morning.  
Union claiming five hours pay at time and one-half be paid to  
DeLima.

DECISION: (Main Committee - Transcript Pg. 418)  
M/m/s/c/ based on the facts presented in this case the claim is denied.

---

Case # Local 70, Oakland, California, and  
5-8-3862 Pacific Motor Trucking

Joint Out-of-town subsistence. Richard Porter was dispatched with a  
Council #7 trailer to Louis Stores in Emeryville at 8:00 a.m. and he returned  
Dispute to the terminal at 10:15 a.m. He was then dispatched to Pinole  
at 11:00 a.m. and did not return until 1:30 a.m. the following day.  
The Union's position is that the out-of-town subsistence starts  
at the beginning of the shift.

DECISION: (Main Committee - Transcript Pg. 418)  
M/m/s/c/ based on Article 51, Section 7, the claim of the Union is denied.

---

Case # Local 70, Oakland, California, and  
5-8-3863 Pacific Motor Trucking

Joint The Union claims mail runs to Oakland Army Base are being  
Council #7 performed by line drivers which is Local 70's jurisdiction.  
Dispute

DECISION: (Main Committee - Transcript Pg. 418)  
M/m/s/c/ based on the original agreement 468 handle the first class mail and Local 70  
handle the second class mail or all other mail and no money claims are allowed.

---

Case # Local 85, San Francisco, California, and  
5-8-3864 Pacific Motor Trucking

O-T-R Rufus Brown is filing for eight hours pay. On January 25/68  
Dispute a bid short line driver between San Francisco and San Jose made  
two short line trips, or loops, to San Jose and back. He was  
then dispatched from San Francisco to Sacramento and return.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-8-3865

Local 85, San Francisco, California, and  
Pacific Motor Trucking

Joint  
Council #7  
Dispute

Non-Union personnel unloading P.M.T. trailers. Union claims  
Company in violation of Article 45 by claiming rail substitute  
service 2 without having a rail spur track.

Employer claims that trailers move under rail piggy-back  
plan.

DISPOSITION:

Postponed.

---

Case #  
5-8-3866

Local 85, San Francisco, California, and  
Redbird Delivery Service

Joint  
Council #7  
Dispute

The Union protested the Company's method of posting layoff  
notices.

DISPOSITION:

Settled and Withdrawn.

---

Case #  
5-8-3867

Local 85, San Francisco, California, and  
Santa Fe Trailways

Joint  
Council #7  
Dispute

A Local 70 driver took a set of doubles to San Francisco and  
dropped the back box at 350 Townsend. There was no place to  
drop the front box so he proceeded to the Santa Fe yard in San  
Francisco. He returned to 350 Townsend and unloaded the box  
he had dropped. He then took the empty box to the Santa Fe  
yard and picked up the other box and delivered it in South San  
Francisco. It is the Union's position that this was Local 85's  
work and they were asking for a day's pay in the name of Mulhern.

DISPOSITION:

Settled and Withdrawn.

---

Case #  
5-8-3868

Local 287, San Jose, California, and  
Garden City Transportation

Joint  
Council #7  
Dispute

The Union claims that on 3/1/68, George Bradley performed  
hostler work and was not paid the proper rate.

DISPOSITION:

Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 287, San Jose, California, and  
5-8-3869 Pacific Motor Trucking

Joint Since Labor Day and Memorial Day fall on Monday, the Company  
Council #7 has "scratched" these two weeks since the men on vacation over  
Dispute these holidays are given an additional day off to compensate for  
the holidays. It is the Union's position that the Company has no  
right to do this.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 315, Martinez, California, and  
5-8-3870 Sheedy Drayage

Joint The Union claimed that on January 26/68 and January 29/68  
Council #7 Company drivers from Local 85 area came to Richmond and  
Dispute made pick-ups at Parr Terminal and then delivered the freight  
outside of Local 315's jurisdiction. The Union's position was  
that this was their work ninety percent of the time and that on  
the days in question the Company had five men on layoff. They  
are asking for a day's pay for the men involved.

DECISION: (Main Committee - Transcript Page 418)  
M/m/s/c/ based on the Bay Area local drayage zone of Joint Council #7 there is no  
claim in this case. The freight picked up was delivered outside of 315's jurisdiction.

---

Case # Local 890, Salinas, California, and  
5-8-3871 O.N.C. Motor Freight System

O-T-R Lamb is a Salinas based driver. On November 14/67 he was  
Dispute told that there was no work. On this date an Oakland based short  
line driver pulled freight out of Salinas. The Union filed for  
runaround.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 980, Santa Rosa, California, and  
5-8-3872 Associated Freight Lines

Joint On February 7, 1968 a customer called the Company for a pickup.  
Council #7 The Company sent a short line driver in after hours at the shipper's  
Dispute request to make this pickup. The Union is claiming a day's pay  
plus one and one-half hours at the overtime rate for the senior  
man on layoff.

DECISION: (Main Committee - Transcript Page 419)  
M/m/s/c/ claim of the Union is denied in this case based on the facts involved.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 980, Santa Rosa, California, and  
5-8-3873 Willig Freight Lines

Joint The Union claimed that on January 27/68 the Terminal Manager  
Council #7 and a customer loaded cases of eggs from the Company's dock  
Dispute into the customer's truck and that Marty Hunt was not called  
for work. The Union is asking for four hours guarantee at  
double time.

DECISION: (Main Committee - Transcript Page 419)  
M/m/s/c/ based on the facts in this case the claim is denied.

---

Case # Local 2, Butte, Montana, and  
5-8-3876 Consolidated Freightways

O-T-R Company did not dispatch Mr. Gerke March 27/68 but later dis-  
Dispute patched Great Falls driver who came to Butte and pulled Butte  
loads to Great Falls. Gerke normally pulls a Butte-Great Falls  
turnaround. Request wages equal to those made by Great Falls  
driver for Mr. Gerke.

DECISION: (Main Committee - Transcript Page 263 - 5/9/68)  
M/m/s/c/ due to the facts the claim be denied and the Company be instructed to sit  
down with the Unions and create an understanding as to how they are going to run.

---

Case # Local 150, Sacramento, California, and  
5-8-3877 Delta Lines, Inc.

O-T-R The Union claims pay for a local man when line drivers violated  
Dispute the local pick-up and delivery area.

DECISION: (Main Committee - Transcript Page 215 - 5/8/68)  
M/m/s/c/ the claim of the Union be denied.

---

Case # Local 150, Sacramento, California, and  
5-8-3878 Delta Lines, Inc.

O-T-R The Union claims Company violated Sacramento men with Bay  
Dispute Area - Los Angeles bid men. Union claims 8 hours mini for  
Sacramento based driver for each violation: February 14-15-17-  
19-20-23-26-28-29. March 1-4-5-12-13. Union claims on some  
days there were as many as four such violations.

DECISION: (Main Committee - Transcript Page 223 - 5/8/68)  
M/m/s/c/ that on the dates listed if Local 150 heavy duty men were on layoff that  
they be compensated on the basis of an eight hour minimum, and the run in question  
does require a Change of Operations.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 190, Billings, Montana, and  
5-8-3879 Garrett Freightlines

O-T-R Requests 426 miles plus subsistence for work performed by  
Dispute driver Parker of Spokane Division working in Billings Division.  
Work belonged to James Kimball of Billings.

DISPOSITION: Postponed.

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Case # Local 222, Salt Lake City, Utah, and  
5-8-3880 I. M. L. Freight, Inc.

Interpre- Salt Lake sleeper team, Covington and King were delayed near  
tation Green River, Wyoming from 16:00 to 13:30, on February 17/68,  
a total of 30 minutes, due to road construction and blasting.  
The drivers claim pay for this 30 minute delay.

DECISION: (Main Committee - Transcript Page 136 - 5/8/68)  
M/m/s/c/ that based on 11-5-2109 the claims be paid.

---

Case # Local 468, Oakland, California, and  
5-8-3881 Consolidated Freightways

O-T-R Runaround claim on March 6/68 in the names of Marvin T.  
Dispute Stanfield and Forest L. Ong. The Union claims team was missed  
on the dispatch and not given tentative call.

DECISION: (Main Committee - Transcript Page 129 - 5/7/68)  
M/m/s/c/ that the claim of the Union be upheld .

---

Case # Local 483, Boise, Idaho, and  
5-8-3882 United-Buckingham Freightlines

O-T-R Claim for Boise line driver Stanley F. Hart. Runaround pay.  
Dispute

DECISION: (Main Committee - Transcript Page 199 - 5/8/68)  
M/m/s/c/ this man should be awarded the amount of money for two trips from Boise  
to Pasco.

---

Case # Local 741, Seattle, Washington, and  
5-8-3883 Portland-Seattle Freight Lines

O-T-R Gary P. Atkinson requests runaround pay from Portland-Seattle  
Dispute Freight Lines when on October 28/67 and November 18/67 he  
claimed he was runaround by J. Nelson, a Portland driver, and  
on November 25/67 he claimed he was runaround by H. Marion,  
Portland driver.

DISPOSITION: Postponed.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 741, Seattle, Washington, and  
5-8-3884 United-Buckingham Freight Lines

O-T-R On February 27, 1968, United-Buckingham dispatched a Seattle  
Dispute extra man to Portland via Hoquiam ahead of the bid man, Fred  
Clough. This is violation of bid dispatch rules. Clough claims  
5 hours runaround.

DECISION: (Main Committee - Transcript Page 287 - 5/9/68)  
M/m/s/c/ the claim of the Union be denied.

---

Case # Local 980, Santa Rosa, California, and  
5-8-3885 Northern Propane Service, Inc.

Tanker Money claim - Cattani. Union claims the Company had two men  
Dispute on the truck for a five week period. One man was laid off and  
Company serviced the area with Martinez truck. Union claims  
money for period of layoff.

DECISION: (Main Committee - Transcript Page 290 - 5/9/68)  
M/m/s/c/ the claim of the Union be denied.

---

Case # Local 468, Oakland, California, and  
5-8-3886 O.N.C. Motor Freight System

Discharge Local 468 is protesting the discharge of Donald Shehorn.  
Discharge notice dated March 14, 1968.

DISPOSITION: Withdrawn.

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Case # Local 741, Seattle, Washington, and  
5-8-3887 United-Buckingham Freight Lines

Warning Case #2049 (U): Local 741 protests warning notice issued to  
Letters E. Jenkins dated March 26, 1968.

Case #2050 (U): Local 741 protests warning notice issued to  
J. C. Albritton dated March 26, 1968.

DECISION: (Alternate Main Committee - Transcript Pg. 134 - 5/9/68)  
M/m/s/c/ that the warning letters be reduced to letters of reprimand.

---

Case # Local 70, Oakland, California, and  
5-8-3888 Consolidated Freightways

Joint The Union claims that the Company refuses to put the cost of  
Council #7 living increase into effect April 1, 1968. The Union is requesting  
Master the Company pay cost of living from April 1, 1968 and reimburse  
Dispute employees for monies lost.

DECISION: (Main Committee - Transcript Page 419 )  
M/m/s/c/ due to the pay period under the Joint Council #7 P&D being Monday through  
Friday, the cost of living becomes effective April 1, 1968.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-8-3889

Local 70, Oakland, California, and  
Illinois - California Express

Joint  
Council #7  
Dispute

Union claims the Company only worked Anderson 10 days and terminated him while other casuals have worked. Union requests that Anderson be put back to work and that he suffer no loss in wages due to the Company's violation.

DECISION: (Main Committee - Transcript Page 169 - 5/8/68)

M/m/s/and Deadlocked that the claim of the Union be denied.

NOTE: This case shall be submitted to umpire handling with Mr. Woxberg as the Arbitrator.

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Case #  
5-8-3890

Local 70, Oakland, California, and  
Pacific Intermountain Express

Joint  
Council #7  
Dispute

The Union claims that Mr. Wassehmiller has a personalized rate of pay and is paid this rate for vacations, paid holidays and paid sick leave and during the regular work week. On weekend work the Company pays him the dock scale which is a lower rate of pay. Union feels he should be paid this rate for all work performed including weekends.

DISPOSITION:

Withdrawn.

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Case #  
5-8-3891

Local 70, Oakland, California, and  
System 99

Joint  
Council #7  
Dispute

Union claiming pay for C. J. Tinsley as of April 8, 1968, until he is put back to work.

DECISION: (Main Committee - Transcript Page 419 - 5/9/68)

M/m/s/c/ based on the facts in this case the man is properly terminated.

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Case #  
5-8-3892

Local 287, San Jose, California, and  
Delta Lines, Inc.

Joint  
Council #7  
Dispute

On February 29/68 claimant Earl White left terminal and made exchange of boxes with line driver at 4:20 a.m. and has not received overtime rate as specified in article pertaining to hostlers. Claiming overtime rate due claimant for all hours worked on date in question.

DECISION: (Main Committee - Transcript Page 419)

M/m/s/c/ based on the facts presented this claim is denied.

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JWAC Minutes  
May 6-7-8-9-10  
1968